

July 1, 2024

Page 1

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
Civil Docket No. 3:16-md-2738-FLW-LHG

IN RE:

JOHNSON & JOHNSON TALCUM
POWDER PRODUCTS MARKETING,
SALES PRACTICES AND PRODUCTS
LIABILITY LITIGATION

THREE MOTIONS TO
QUASH AND/OR FOR
PROTECTIVE ORDER

* * * *

MONDAY, JULY 1, 2024

* * * *

MONTGOMERY, McCRACKEN, WALKER & RHOADS, LLP
BEFORE: SPECIAL MASTER JOEL SCHNEIDER, USMJ, RETIRED
1735 MARKET STREET
21st FLOOR
PHILADELPHIA, PENNSYLVANIA 19103-7505
856-488-7797
FAX - 215-772-7620
jschneider@mmwr.com

MASTROIANNI & FORMAROLI, INC.

Certified Court Reporting & Videoconferencing

P.O. BOX 368

Haddon Heights, New Jersey 08035

856-546-1100

July 1, 2024

Page 2

1
2
3
4
5
6
7
8 Transcript of proceedings in the
9 above matter taken stenographically by
10 Theresa Mastroianni Kugler, Certified Court Reporter,
11 license number 30X100085700, Notary Public of the
12 State of New Jersey and the Commonwealth of
13 Pennsylvania, VIA ZOOM REMOTE VIDEOCONFERENCE,
14 commencing at 10:01 AM.

1

A P P E A R A N C E S:

2

3

ASHCRAFT & GEREL, LLP
BY: MICHELLE A. PARFITT, ESQUIRE
1825 K STREET, NW
WASHINGTON, DC 2006
800-674-9725
202-759-7648
mparfitt@ashcraftlaw.com
ATTORNEYS FOR THE PLAINTIFFS

8

9

BEASLEY ALLEN LAW FIRM
BY: LEIGH O'DELL, ESQUIRE
218 COMMERCE STREET
P.O. BOX 4160
MONTGOMERY, ALABAMA 36104
800-898-2034
FAX - 334-954-7555
leigh.odell@beasleyallen.com
ATTORNEYS FOR THE PLAINTIFFS

10

11

12

13

14

BURNS, CHAREST, LLP
BY: NATALIE EARLES, ESQUIRE
365 CANAL STREET
SUITE 1170
NEW ORLEANS, LOUISIANA 70130
504-799-2845
FAX - 504-881-1765
nearles@burnscharest.com
ATTORNEYS FOR THE PLAINTIFFS

15

16

17

18

19

LEVIN, SEDRAN & BERMAN, LLP
BY: LAWRENCE S. BERMAN, ESQUIRE
510 WALNUT STREET
SUITE 500
PHILADELPHIA, PENNSYLVANIA 19106-3697
877-882-1011
215-592-1500
FAX - 215-592-4663
lberman@lfsblaw.com
ATTORNEYS FOR THE PLAINTIFFS

20

21

22

23

24

25

1 LEVIN, PAPANTONIO, RAFFERTY, PROCTOR,
2 BUCHANAN, O'BRIEN, BARR, MOUGEY, PA
BY: CHRISTOPHER V. TISI, ESQUIRE
3 316 SOUTH BAYLEN STREET
PENSACOLA, FLORIDA 32502
4 850-435-7000
800-277-1193
5 ctisi@levinlaw.com
ATTORNEYS FOR THE PLAINTIFFS

6
7
8 FAEGRE, DRINKER, BIDDLE & REATH, LLP
BY: SUSAN M. SHARKO, ESQUIRE
600 CAMPUS
9 FLORHAM PARK, NEW JERSEY 07932
DIRECT - 973-549-7350
10 FAX - 973-360-9831
susan.sharko@faegredrinker.com
11 ATTORNEYS FOR THE DEFENDANT,
JOHNSON & JOHNSON and JOHNSON & JOHNSON
12 CONSUMER COMPANIES, INC.,
now known as JOHNSON & JOHNSON CONSUMER, INC.

13
14 KING & SPALDING, LLP
BY: MATTHEW BUSH, ESQUIRE
15 - and -
BY: KRISTEN FOURNIER, ESQUIRE
16 1185 AVENUE OF THE AMERICAS
34TH FLOOR
17 NEW YORK, NEW YORK 10036
212-790-5356
18 mbush@kslaw.com
ATTORNEYS FOR THE DEFENDANTS

19
20 FOX ROTHSCHILD, LLP
BY: JEFFREY M. POLLOCK, ESQUIRE
21 - and -
BY: MICHAEL W. SABO, ESQUIRE
22 PRINCETON PIKE CORPORATE CENTER
997 LENOX DRIVE
23 LAWRENCEVILLE, NEW JERSEY 08648
609-896-7660
24 FAX - 609-896-1469
jmpollock@foxrothschild.com
25 ATTORNEYS FOR BEASLEY ALLEN

1
2 SZAFERMAN, LaKIND, BLUMBSTEIN & BLADER, PC
3 BY: ARNOLD LaKIND, ESQUIRE
4 101 GROVERS MILL ROAD
5 SUITE 200
6 LAWRENCEVILLE, NEW JERSEY 08648
7 609-275-0400 - Ext 202
8 FAX - 609-275-4511
9 CELL - 609-306-3994
10 alakindszaferman.com
11 ATTORNEYS FOR THE ALLEN SMITH LAW FIRM

12
13 GOLOMB LEGAL, PC
14 BY: RICHARD GOLOMB, ESQUIRE
15 1835 MARKET STREET
16 SUITE 2900
17 PHILADELPHIA, PENNSYLVANIA 19103
18 215-278-4449
19 ATTORNEYS FOR THE PSC

20
21
22 A L S O P R E S E N T:

23
24 MONTGOMERY, McCracken, Walker & Rhoads, LLP
25 BY: CLARISSA LINTNER, ESQUIRE
1735 MARKET STREET
21st FLOOR
PHILADELPHIA, PENNSYLVANIA 19103-7505
215-772-7411
FAX - 215-772-7620
rgoodman@mmwr.com

26
27 Laura Seggerman
28
29 Andy Birchfield

July 1, 2024

Page 6

1 SPECIAL MASTER SCHNEIDER: Let's go on
2 the record.

3 Good afternoon, everybody.

4 MR. LaKIND: Good afternoon, your
5 Honor.

6 SPECIAL MASTER SCHNEIDER: This is
7 Special Master Retired Judge Schneider. We're here
8 for oral argument this afternoon on three motions to
9 quash and/or for protective order.

10 I want to inform the parties that I'm
11 going to reserve decision at the end of the oral
12 argument, but I expect that you'll get a prompt
13 decision.

14 Why don't we start by just getting the
15 entries of appearance. Let's start with the moving
16 parties. I suppose we'll start with Beasley Allen.

17 MR. POLLOCK: Good afternoon, Judge.
18 This is Jeff Pollock from Fox Rothschild. I'm joined
19 by my colleague, Michael Sabo, and also representing
20 Andy Birchfield as well, sir.

21 MR. LAKIND: Good afternoon, your
22 Honor. This is Arnold LaKind of Szaferman, LaKind,
23 Blumstein & Blader on behalf of the Allen Smith Law
24 Firm.

25 MR. GOLOMB: Good afternoon, Judge.

1 This is Richard Golomb. I'm here for the PSC.

2 SPECIAL MASTER SCHNEIDER: All right.

3 And if anyone else is going to be heard today, just
4 for the benefit of the court reporter, just indicate
5 your name.

6 For the Defendants?

7 MR. BUSH: This is Matt Bush on behalf
8 of the Defendants. And with me are Kristen Fournier
9 and Susan Sharko.

10 SPECIAL MASTER SCHNEIDER: Okay.

11 Counsel, I've read the papers. I
12 understand the issues, so we don't have to repeat
13 verbatim what's in the papers.

14 You've been here before, you know how I
15 like to do things. I live to address certain
16 questions I have with the parties and then open the
17 floor up to give every party every opportunity they
18 want to be heard for as long or as short as they want
19 to be heard.

20 So let me, if you'll just indulge me,
21 let me just address a couple of questions I have.

22 The first issue I'd like to address is
23 the issue of the objections to the subpoenas
24 regarding service. Obviously I'm not prejudicing
25 anyone. If you want to assert that defense, it's

1 perfectly appropriate, we'll deal with it. My
2 preference would be that the parties agree to accept
3 service of the subpoena, so we can get right to the
4 substantive issue and deal with that. But again,
5 it's not my place nor do I want anyone not to do what
6 they think is in their best interests of the parties.

7 So let's hear from each of the moving
8 parties.

9 Are they still asserting an objection
10 that service, I guess, of the subpoenas was improper?

11 And why don't we start with Beasley
12 Allen.

13 MR. POLLOCK: So on behalf of Beasley
14 Allen, we don't have a significant objection on
15 service. Andy is a counsel in the matter here.
16 Beasley Allen is here before this Court. Obviously
17 we have other objections, but we're here, your Honor,
18 we're ready to go.

19 SPECIAL MASTER SCHNEIDER: Plaintiffs'
20 Steering Committee?

21 MR. GOLOMB: Same.

22 SPECIAL MASTER SCHNEIDER: And Smith
23 Law Firm?

24 MR. LAKIND: Yes, your Honor. Same
25 position.

1 SPECIAL MASTER SCHNEIDER: Okay.

2 So for purposes of this argument, I'll
3 deem the service issues to be not asserted so we can
4 just get right to the crux of it.

5 So Defendant, in one of the letters
6 that I received, there was a summary of the three
7 categories of documents that are at issue in the
8 case. And I just wanted to make sure we're all on
9 the same page.

10 One, documents regarding litigation
11 financing, including communications with third
12 parties.

13 Two, communications with third parties
14 regarding settlement.

15 And three, parties' communications with
16 third parties regarding Defendant's proposed
17 reorganization.

18 Is it fair to state that in general
19 terms those are the three categories of documents
20 that the Defendants want?

21 MR. POLLOCK: The only caveat I would
22 throw out there, Judge, is I believe that Plaintiffs
23 have withdrawn the last two categories which dealt
24 with the news services, so I think that that narrows
25 down the field a little bit.

July 1, 2024

Page 10

1 SPECIAL MASTER SCHNEIDER: Correct.

2 Mr. Bush?

3 MR. BUSH: Yes, your Honor. I think
4 that the focus of the litigation funding, yes, I
5 think that accurately -- at a high level, that
6 summarizes the categories.

7 SPECIAL MASTER SCHNEIDER: All right.
8 It is a high level.

9 And then the next question I had, at a
10 very high level, is it correct that Defendant's
11 inquiry is directed to finding out if the Beasley
12 Allen firm has litigation funding?

13 MR. BUSH: I would say yes to that,
14 your Honor, with a small caveat, which is that the
15 funding isn't necessarily something that's going
16 directly to Beasley Allen. So the way I would phrase
17 it is whether the claims, the Plaintiffs that Beasley
18 Allen represents and those claims, have litigation
19 funding associated with it.

20 And I can talk about it in more detail.
21 I know you usually don't want full argument now, but
22 the funding could come, for example, through
23 co-counsel arrangements to those claims. And so it's
24 about the claims that are associated with Beasley
25 Allen and whether those claims have funding is what

July 1, 2024

Page 11

1 we're looking for.

2 SPECIAL MASTER SCHNEIDER: I'm a little
3 confused. I really don't understand the distinction
4 you're making or the clarification you're making,
5 Mr. Bush. Because really, when I read the papers, I
6 got the impression that, as my mother would say, this
7 whole megillah is just related to finding out if
8 Beasley Allen has litigation financing and that's
9 what's holding up -- or that's what is motivating its
10 desire not to agree to the settlement.

11 MR. BUSH: Yeah, I agree with that,
12 your Honor, and I think my point is that that could
13 come indirectly.

14 So let me give you an example for why
15 I'm saying this. Which is Beasley Allen, and we know
16 this from testimony from Mr. Birchfield, they
17 obtained the majority of the cases from co-counsel
18 arrangement. Even the vast majority. That's how
19 they are aggregating the cases and most cases come to
20 them is through co-counsel. They have hundreds of
21 co-counsel relationships.

22 And so those claims have to get
23 aggregated in some way. For example, there is a lot
24 of advertising that goes on. There is TV ads. There
25 is very targeted social media ads. There is a lot of

1 money that just goes into the general aggregation
2 process, which is how we get 60 thousand claims in
3 this MDL, or nearly that amount as the second largest
4 MDL in the country.

5 And so those co-counsels who originate
6 the cases may be the ones who are -- may be, we
7 obviously don't know exactly how it works which is
8 why we're seeking discovery, but what may be
9 happening is those co-counsels are getting the
10 funding and so the claims are associated with
11 funding. And then they're co-counseling with Beasley
12 Allen who is prosecuting the claim.

13 And let me tell you why that matters.

14 It matters because the way these
15 financial arrangements can work is that the
16 litigation funders could have a right to get, say,
17 their money back on a certain amount.

18 So let's say, I'm just picking out a
19 number, 500 million dollars is what's being
20 associated with the litigation funding. It could be
21 that before any money is getting to the law firms,
22 that those litigation funders have a right to sort of
23 money off the top, let's say, the first money that
24 comes in. And so if there is money associated with
25 those claims, that can affect all of the co-counsels'

July 1, 2024

Page 13

1 interests in resolving the case whether or not the
2 money is going directly to Beasley Allen or not.

3 So I totally agree with your Honor, the
4 gist of it is, is there litigation funding associated
5 with these Beasley Allen claims that is impacting the
6 prolonged settlement that's been happening. And my
7 only caveat is this could happen in an indirect way,
8 even if they're not directly receiving funding. Or
9 they may be receiving funding, and I know we're going
10 to talk about that, but I hope that explains why I
11 was giving sort of a caveated answer before.

12 SPECIAL MASTER SCHNEIDER: Mr. Bush, is
13 this a concern that just has arisen for your clients
14 or is this something that has existed for quite
15 sometime?

16 MR. BUSH: I mean I guess I would say
17 that we're always concerned about litigation funding,
18 but that it's been coming to a head recently with the
19 bankruptcy efforts that I know your Honor is familiar
20 with. But the settlement negotiations have gone on
21 for a while now and there seems to be something
22 happening. And then would really brought it to a
23 head was the email where a client said that they were
24 told that J&J was unwilling to settle.

25 And so while we've had these concerns

July 1, 2024

Page 14

1 for a while, I think that email put these concerns
2 into really stark contrast as to why is a client
3 being told that J&J is unwilling to settle when it is
4 just an objective fact that we are willing to settle
5 and that there is a current settlement offer on the
6 table through the proposed bankruptcy.

7 So while these concerns have been
8 existing for a while, there was an event that really
9 prompted questions as to what are really the
10 interests going on here.

11 SPECIAL MASTER SCHNEIDER: This is one
12 of the things I'm getting at, Mr. Bush.
13 Mr. Birchfield has testified twice under oath that he
14 doesn't have litigation funding for these talc cases.
15 Doesn't that put an end to this inquiry?

16 MR. BUSH: No, your Honor, for the
17 reasons that I just said, that the money doesn't have
18 to necessarily be directly going to Beasley Allen.

19 If there is a litigation funder that is
20 getting the first X million dollars that comes in
21 from a resolution, because of an agreement with
22 co-counsel, that is going to affect Beasley Allen's
23 willingness and ability to settle. And so it might
24 come in indirectly.

25 And I want to say, your Honor, just for

July 1, 2024

Page 15

1 some context, there were only a couple law firms
2 representing a minute percentage of the claims in
3 this case through disclosed litigation funding. And
4 it's just pursuant to Rule 7.1.1. And it's just not
5 plausible that so little litigation funding is out
6 there for these claims.

7 As I said, it's the second largest MDL
8 in the country and aggregating these claims like that
9 costs money. This isn't a situation, we're not
10 living in a world where all Plaintiffs wake up one
11 day and just get an epiphany to decide to sue J&J.
12 And we cited a law review article about this. This
13 is a very targeted process where claims are
14 aggregated in various ways, including through
15 advertising. And so what happens is people seek out
16 those Plaintiffs. And those advertisements and lot
17 of things like that cost money. And that money is
18 so -- the mass tort world is filled with this
19 litigation funding. We're the second largest MDL in
20 the country. It is completely implausible that there
21 is no litigation funding going into these claims.

22 SPECIAL MASTER SCHNEIDER: Do you
23 doubt, Mr. Bush, that Mr. Birchfield testified
24 truthfully?

25 MR. BUSH: No, your Honor. But I think

July 1, 2024

Page 16

1 it's a carefully worded testimony.

2 It may very well be that Beasley Allen
3 is not directly receiving the money, but it still may
4 be that there is litigation funding for those claims
5 that has to get paid off first before Beasley Allen
6 will see money from any resolution. And so even
7 if -- I see you have a question.

8 SPECIAL MASTER SCHNEIDER: Your client
9 cross-examined Mr. Beasley at his deposition in
10 connection the LTL bankruptcy and cross-examined
11 Mr. Birchfield at the motions to disqualify hearing,
12 correct?

13 MR. BUSH: That's correct.

14 SPECIAL MASTER SCHNEIDER: And he was
15 asked about litigation funding during those
16 proceedings and he testified under oath, right?

17 MR. BUSH: Yes.

18 SPECIAL MASTER SCHNEIDER: So if your
19 client had a particular concern about litigation
20 funding and this indirect concept that you're
21 raising, is it correct that they had an opportunity
22 to ask him about it at that time?

23 MR. BUSH: As you saw in those
24 transcripts, there was a lot of objections being
25 raised about all these different things. So whether

July 1, 2024

Page 17

1 that would have actually been something he was
2 allowed to testify about, I don't really know, or
3 whether he would have been advised not to. But I
4 will say a lot of those -- there were questions asked
5 that get to this point. The questions in both the
6 hearing and the deposition, the testimony that came
7 out was, how do you get your claims? We get the
8 majority of them or the vast majority of them through
9 co-counsel relationships. We have hundreds of
10 co-counsel relationships. One of those is the Smith
11 Law Firm, who they've had seven trials together with.
12 And the Smith Law Firm gets litigation funding.

13 So there is clearly the claims that
14 Beasley Allen is representing are getting litigation
15 funding through their co-counsel relationships. So
16 there was testimony generated about this exact topic
17 and about how this can come about even if Beasley
18 Allen is not directly receiving a loan from a
19 litigation funder.

20 SPECIAL MASTER SCHNEIDER: Why then did
21 not your client ask Mr. Birchfield about this
22 indirect funding issue that you're now raising?

23 Why is this being raised for the first
24 time now?

25 MR. BUSH: Your Honor, I can't go back

July 1, 2024

Page 18

1 in time and get into the head of the questioner other
2 than to say this issue was -- as I just said, it was
3 asked about, about aren't your co-counsel
4 relationships getting litigation funding. So I think
5 it was asked about. And the reason that we're asking
6 for this information now is just the reason that I
7 said, that one of Beasley Allen's clients was told
8 that J&J is not willing to settle, which is just not
9 true. And she said in that last email, basically
10 just make me an offer, even though there is an offer
11 on the table. So that raised new questions about
12 exactly how much -- what is driving that
13 communication and whether it's the financial
14 incentives from the litigation funding.

15 SPECIAL MASTER SCHNEIDER: Let me ask a
16 couple of questions about the Smith Law Firm
17 subpoena. The Smith Law Firm subpoena is not counsel
18 of record in the case, correct?

19 MR. BUSH: The Smith Law Firm is not
20 counsel of record in the case, meaning they have not
21 entered an appearance on behalf of any of these
22 people, any of the Plaintiffs in the MDL. And the
23 declaration that was submitted, I think, is again
24 very carefully worded. It says they are not counsel
25 of record to any Plaintiffs. It does not say they do

July 1, 2024

Page 19

1 not represent any.

2 SPECIAL MASTER SCHNEIDER: Do you have
3 any evidence, information that the Smith Law Firm
4 represents any of the claimants in this lawsuit?

5 MR. BUSH: The information we have is
6 that Beasley Allen and the Smith Law Firm are
7 long-term partners. They had, I believe, seven
8 trials they did together.

9 If you're asking for direct evidence
10 that we've gone in and seen their engagement letter
11 that shows representation, of course we don't have
12 that. But that's why we're seeking discovery. We're
13 trying to piece this together and it seems to be
14 being arranged in a way that at least could be
15 interpreted to avoid Rule 7.1.1. So things are being
16 shifted around and we're trying our best to figure
17 out this information.

18 SPECIAL MASTER SCHNEIDER: So tell me
19 if this is a correct statement.

20 The Smith Law Firm is not counsel of
21 record in the case and you have no evidence that you
22 can cite to that indicates that indicates that the
23 Smith Law Firm represents any claimant in this case?

24 MR. BUSH: Your Honor, I disagree with
25 that because the evidence we have, and it may be

July 1, 2024

Page 20

1 circumstantial, is that they are long-term partners
2 that went to seven trials together. This isn't just
3 we know of seven cases. They are close partners that
4 went to seven trials together.

5 So it's not that big a leap to think
6 that they may have representation in the MDL. And
7 this is all about, your Honor, a global settlement to
8 try to resolve the MDL and the State court cases.
9 The common benefit funds which are at issue go to the
10 MDL cases and the State court cases. And we know
11 that historically these two law firms have partnered,
12 including with the State court cases, where there is
13 direct evidence that they've had partnerships before
14 and they have co-counsel.

15 SPECIAL MASTER SCHNEIDER: Maybe this
16 is a -- well, I forgot the term. But is it not true
17 that you're speculating that the Smith Law Firm has
18 any type of financial arrangement with Beasley Allen
19 with regard to the talc claimants in this case?

20 Is it anything more than pure
21 speculation?

22 MR. BUSH: Your Honor, it's the same
23 answer. It's not speculation because of the evidence
24 we have. And I'll say two more things to it.

25 One is the whole reason -- there is

July 1, 2024

Page 21

1 always going to be gaps in knowledge when someone is
2 seeking discovery. It's the whole reason we're
3 seeking discovery, is because we don't have every
4 piece of the information. That's always going to be
5 true.

6 The second thing is, let's assume, and
7 I don't necessarily think this is right, but let's
8 assume that co-counsel relationships, if a co-counsel
9 is getting litigation funding, that that falls
10 outside the scope of 7.1.1, or at least someone could
11 interpret it that way.

12 The way this all may be being set up is
13 to avoid a disclosure under Rule 7.1.1 by splitting
14 up who is appearing and splitting up who is getting
15 the litigation funding. And there is no other way we
16 can get at that information other than through trying
17 to seek it through discovery. And I think the Judge
18 Connolly case out of Delaware is a good example of
19 how sometimes you have to ferret this information
20 out.

21 And I know your Honor's decision in the
22 Valsartan case, if I'm pronouncing that right,
23 discusses a lot of these cases and distinguishes
24 them, but I think the main reason that that Nimitz
25 case is informative is because sometimes it just

July 1, 2024

Page 22

1 takes some work to figure out what's going on.

2 The judge there put in a lot of effort,
3 had a lot of hearings, I'm not saying we need all
4 that, but it took some work to figure out why weren't
5 these disclosure rules being complied with. Let's
6 get evidence from people, let's figure out what's
7 going on.

8 So sometimes, even though we have gaps
9 in our knowledge, we need some effort, we need some
10 discovery to figure out what's going on here. There
11 is always going to be gaps when there is discovery at
12 issue.

13 SPECIAL MASTER SCHNEIDER: Would you
14 agree as a general matter that discovery can't be
15 based on speculation and conjecture?

16 MR. BUSH: I suppose if you ask me in
17 the abstract, can discovery be based on pure
18 conjecture, I would say probably not. But I think if
19 it's relevant and proportional to the needs of the
20 case, then yeah, you can have a significant lack of
21 knowledge about what's going on.

22 I mean every discovery request is give
23 me all your documents related to X. You don't know
24 that those documents exist or not. Give me all your
25 documents about your review of the health and safety

1 of talc. You don't know for sure those documents
2 exist. What evidence do you have that those
3 documents exist? Well, it's plausible that it's
4 happening. You can call it speculation, but it's
5 not. And I think that's the same thing here,
6 especially given the context of how much litigation
7 funding is just inherent in mass torts these days.
8 It's just totally implausible that these 60 thousand
9 claims are getting aggregated with essentially no
10 litigation funding. Someone is paying for all these
11 advertisements that are driving the 60 thousand
12 lawsuits here.

13 And we have that article that says you
14 walk around Mass Torts Made Perfect and it's like a
15 marketplace of aggregation and advertisement that's
16 all paid for by litigation funding.

17 So the idea that this case is immune
18 from that when everyone else in the mass tort world
19 is getting litigation funding, I just don't think is
20 plausible and furthers the evidence we have on why
21 this isn't speculative.

22 SPECIAL MASTER SCHNEIDER: Mr. Bush,
23 I'm not concerned about litigation funding in general
24 and you and your client's view of the litigation
25 funding business. I'm concerned with the motion

July 1, 2024

Page 24

1 before us and the issues before us which directly
2 concerns essentially only the Beasley Allen Law Firm
3 and tangentially the Smith Law Firm. So let's focus
4 our discussion on that and not what happens at MTMP,
5 which is completely irrelevant to why we're here.
6 But let's focus in on the issues.

7 As long as we're on the Smith Law Firm,
8 as I understand it, you're arguing that you found out
9 through a subpoena, supposedly, I'll accept it as
10 true, that the Smith Law Firm has 24 million dollars
11 in litigation funding. And I suppose, as I
12 understand it, you believe that Ellington provides
13 that funding, is that correct?

14 MR. BUSH: I don't want to quibble
15 about this, your Honor. It was originally provided
16 by Fortress, then there was litigation funding --
17 then it was refinanced by Ellington. And we think
18 the financing was far more than 24 million dollars,
19 but so Ellington is the one currently providing the
20 litigation funding.

21 SPECIAL MASTER SCHNEIDER: And is the
22 reason you're directing a subpoena to the Smith Law
23 Firm because, assuming that's true for the sake of
24 argument, and I don't know if it's true or not, that
25 you somehow think that that funding is relevant to

July 1, 2024

Page 25

1 Beasley Allen?

2 MR. BUSH: Yes. Because -- yes, and I
3 don't want to repeat myself, but for the reasons I
4 said,, they're long-term partners, we knew from the
5 deposition that they were one of the co-counsel of
6 Beasley Allen that gets litigation funding, and so
7 there is litigation funding directed to those claims.
8 And so it's directly relevant to Beasley -- the
9 funding that Beasley Allen's claims is getting, which
10 affects the financial incentives of the parties to
11 settle.

12 SPECIAL MASTER SCHNEIDER: I don't want
13 there to be any misunderstanding of your position,
14 but as I understand it, you're arguing that because
15 of some past relationships between Beasley Allen and
16 the Smith Law Firm, that somehow that gives you good
17 grounds to discover whether they have any ongoing
18 relationship in this MDL?

19 MR. BUSH: I don't think it's just past
20 relationships. I think it's -- so the testimony is
21 one of their co-counsels for these talc claims is the
22 Smith Law Firm. And even if it were just past
23 relationships, it's not just some one off, oh, we
24 found one case where they worked together 50 years
25 ago. They were in trial together seven times. I

July 1, 2024

Page 26

1 think that's of 11 Beasley Allen trials, if I'm
2 remembering the numbers right, seven full trials were
3 cases in which Beasley Allen was partnered with the
4 Smith Law Firm. So this isn't just some trivial
5 relationship.

6 Again, I don't think -- we can't go and
7 get their engagement letters with their co-counsel,
8 so this is the information we have to go on and it's
9 strong evidence that they have a strong relationship
10 and an ongoing relationship regarding these talc
11 claims.

12 SPECIAL MASTER SCHNEIDER: Mr. Bush, I
13 thought I heard you say something that's very
14 important and I want to make sure I heard it right or
15 I didn't hear it right.

16 I thought you said that the Smith Law
17 Firm is co-counsel with Beasley Allen in this MDL.

18 Did I hear it right?

19 MR. BUSH: Well, your Honor, I think
20 what the testimony was, and I have to look back at
21 the details, was that of the 11-thousand-plus claims
22 that Beasley Allen represents, claimants, that they
23 have co-counsel relationships, including with the
24 Smith Law Firm. I'd have to look back at the
25 testimony to see precisely how it was worded. And I

July 1, 2024

Page 27

1 don't think it necessarily specified MDL or not MDL,
2 but again, this is a long-term relationship where
3 they have co-counsel relationships.

4 SPECIAL MASTER SCHNEIDER: Again, I
5 want to be clear on the record.

6 Is it a fair statement that you're not
7 sure or you don't know for a fact that the Smith Law
8 Firm is co-counsel with claimants in this MDL?
9 Because that's a really important point.

10 MR. BUSH: Yeah, I want to -- I think I
11 want to look back at the testimony and I'll have an
12 opportunity to do that when the others are
13 presenting. But I believe we don't know for sure,
14 and I will check this because I don't want to make a
15 representation that's then going to be wrong later,
16 but I believe we don't know for sure -- like do we
17 have direct evidence that they're co-counsel in this
18 case? Like no, we don't have an engagement letter
19 saying that. We have what I've said, is a
20 long-term -- which we would never get. That would be
21 impossible to ever show if we're held to that level
22 of proof.

23 What we have is a long-standing
24 relationship between the two of them. And we know
25 that this is the way that Beasley Allen is

July 1, 2024

Page 28

1 aggregating their claims is through co-counsel
2 relationships. That was Mr. Birchfield's testimony.

3 SPECIAL MASTER SCHNEIDER: All right.
4 Mr. Bush, we've been at this a while. Let me give
5 you a chance to catch your breath.

6 I do have a question directed to -- I'm
7 not sure which of the moving parties, I suppose the
8 Beasley Allen firm.

9 Jeff, maybe it's you. Because
10 Defendant's papers make much of the email exchange
11 between this person and of Mr. Murdica and what the
12 emails say and the supposed misrepresentation.

13 Do we know who that person is? I don't
14 need to know their name, but is it established that
15 that person is a client?

16 MR. POLLOCK: It is, Judge.

17 If you look at -- I'm looking at a
18 document number here, it's page 13 of 20, ID number
19 187682. We have, and I can -- if you need the
20 exhibit, it's attached to our brief --

21 SPECIAL MASTER SCHNEIDER: No, I'm okay
22 with the exhibit.

23 MR. POLLOCK: So I'm going to call the
24 person DD because that's her initials, and that
25 person is a Beasley Allen client.

July 1, 2024

Page 29

1 SPECIAL MASTER SCHNEIDER: Okay. So --

2 MR. POLLOCK: What happens is first
3 thing in the morning DD reaches out to the entire
4 world, to the news agencies, to Mr. Murdica, to
5 several people and says hey, I'm not happy about the
6 pace of progress. She doesn't say it that way, but
7 that's her problem.

8 At 12:54, Beasley Allen writes back and
9 says -- Elizabeth Achtemeier says this is a Beasley
10 Allen client. And then at 5:54 Mr. Murdica then
11 reaches out to DD and everybody else.

12 So the language that Mr. Bush just
13 said, and he said it early on in his discussions with
14 you, was "a client said." "A client said."

15 So, Judge, I know you practiced for a
16 while and you had good clients and bad clients and
17 difficult clients and we all have. And I thought
18 about this one. Absolutely there is no doubt that
19 Beasley Allen client reached out to the entire world.
20 Why, I don't know.

21 What I do know is each one of those
22 have what I would call troubled clients or clients
23 who may not be the most sophisticated person in the
24 world. And so the question is, are we going to
25 protect those people? I would argue that those are

July 1, 2024

Page 30

1 the people you need to protect most. Because the
2 sophisticated client is someone who understands their
3 legal rights and responsibilities, will adhere to
4 their lawyers. But we've been thrown into court with
5 people who've got issues, whatever those issues are,
6 and may not have understood the ramifications of
7 their actions.

8 I think the best spirit of the law is
9 you protect those people that need protecting. And I
10 think DD is someone at 12:54 that Elizabeth
11 Achtemeier said, this is one of our clients.

12 I hope that answers your question.

13 SPECIAL MASTER SCHNEIDER: Well, I
14 don't want you to reveal -- obviously, I'm not asking
15 you to reveal any attorney-client privileged
16 communications, but are we getting a complete -- if
17 we just look at what's part of the record now, the
18 email exchange that has been produced as part of the
19 record, is that a complete record of all the
20 communications between the Beasley Allen firm and
21 this client?

22 MR. POLLOCK: So Beasley Allen -- I
23 want to answer your question exactly the way you
24 asked it, Judge. I'm not trying to be picky.

25 Beasley Allen obviously communicates

July 1, 2024

Page 31

1 with its clients about all kinds of things. So yes,
2 they've had other communications with DD. On that
3 day, my belief is that is a fair characterization of
4 the communications that were had starting in the
5 morning up until the time of 5:54 when Mr. Murdica
6 reached out. Clearly they've had other
7 communications.

8 SPECIAL MASTER SCHNEIDER: The portion
9 of this person's email that says, and I don't have it
10 in front of me, in effect there hasn't been a
11 settlement offer made, what have you, is that a quote
12 from some communication from Beasley Allen or is that
13 her characterization of what was said?

14 MR. POLLOCK: My understanding is
15 that's her characterization of what was said and that
16 she's, in my view, and I have not communicated with
17 her, Judge, so I'm not going to lie to you, I think
18 she's expressing frustration. And the fact is she's
19 wondering why aren't we making any progress here.

20 And I do not believe that it is coming
21 directly from a Beasley Allen firm. They said J&J
22 has never made an offer. That's not the way they
23 operate.

24 SPECIAL MASTER SCHNEIDER: So in your
25 view, in your view, and I will hear from Mr. Bush who

July 1, 2024

Page 32

1 I suspect will disagree, how accurate is Defendant's
2 characterization that Beasley Allen made a knowing
3 misstatement to this client?

4 MR. POLLOCK: I think that's absolutely
5 false. And the problem is, and this is not the
6 question you asked me, so if you want me to shut up,
7 I will. But let's assume you wanted to test the
8 proposition. Imagine the deposition:

9 Client: What did Beasley Allen tell
10 you?

11 I instruct you not to answer.

12 Client: What did you hear from Beasley
13 Allen?

14 I instruct you not to answer.

15 Because the only choice you have,
16 Judge, is to terminate the attorney-client
17 relationship. I would have no choice if I'm
18 defending that deposition. But knowing Andy, and you
19 saw him testify for days before Judge Porto, that's
20 not a guy who's going to withhold facts from a
21 client.

22 I understand Mr. Bush may not be happy,
23 they may have lots of concerns about whether they
24 communicated accurately, completely, et cetera, but
25 to me, the only person in the world I think can

July 1, 2024

Page 33

1 really have the right to challenge Beasley Allen and
2 whether they've done a competent job is DD. I don't
3 think J&J belongs in the bed sheets between its
4 client and the law firm.

5 SPECIAL MASTER SCHNEIDER: Mr. Bush,
6 back to you.

7 MR. BUSH: Yeah, your Honor, look, we
8 obviously only have the emails that are in front of
9 us, so let me tell you why I think that is a direct
10 quote. And I'll give you two reasons and then a
11 third point.

12 One is that it's literally put in
13 quotation marks. There is a quotation mark at the
14 beginning of the line and a quotation mark all the
15 way at the end. So she said the answer was, quote,
16 gives a full response, and then quote.

17 The other thing I'll say is that
18 that language reads differently than the rest of the
19 language of the email. So the email starts one of
20 two emails back regarding news cycles. Mass media
21 and independent journalism.

22 One, Reuters, immaterial. You also
23 have to attack anyone who sees the world clearly.
24 Like this isn't -- that is written in a completely
25 different style than Johnson and Johnson is not

July 1, 2024

Page 34

1 willing to settle your case at this time despite the
2 information and records we have. Someone that
3 requires agreement of all parties, we continue to
4 pursue settlement with Johnson & Johnson. However,
5 to date, J&J has been unwilling to settle.

6 So it's written in the first person of
7 Beasley Allen and is written in a much more
8 professional tone from the rest of the email. So
9 everything that I see from this email suggests to me
10 that this is a direct quote that she's providing.

11 And I believe that Mr. Pollock said,
12 quote, I don't believe that that's a direct quote,
13 but that's a different answer than I know because I
14 looked at it and that that is not a direct quote.
15 And I don't want to put words in his mouth and I may
16 have heard wrong, but I wrote it down, but I think
17 everything on this email suggests that that is a
18 direct quote from a Beasley Allen attorney.

19 SPECIAL MASTER SCHNEIDER: So I mean a
20 fair characterization is that we don't know for sure
21 whether it's a direct quote or it's not a direct
22 quote. You believe it is. Mr. Pollock believes it
23 isn't. But I guess the real question is you want --
24 I mean do you think it's enough for this short, not
25 entirely clear communication to open the door to the

July 1, 2024

Page 35

1 communications and documents that you're requesting?
2 The funding documents, the settlement discussions,
3 the plan of reorganization discussions, that should
4 be based on one email from a person we've never
5 spoken to, who we're not even sure if he or she is
6 quoting verbatim what Beasley Allen may have said?

7 MR. BUSH: Your Honor, there is a
8 level of -- I don't know if the sun is going to rise
9 tomorrow, but I can say pretty accurately that I
10 think it is.

11 This is a direct quote, it's just what
12 it is. But even to just get to your Honor's question
13 is, it raises serious concerns. I mean you know
14 there have been ongoing settlement negotiations for a
15 long time. And the fact that she was communicated
16 that J&J is unwilling to settle, there is a lot of
17 discussion in the briefs about, well, is the
18 bankruptcy plan fair, is it not fair, who is it fair
19 for, well, that's her decision to make and she can't
20 make that decision if she doesn't know about it.

21 So I think this is a very serious issue
22 even if it's just a single email. It particularly
23 raises issues going to the litigation funding
24 question, because the rule specifically says that one
25 of the ways you can show good cause for litigation

1 funding is if the parties' interests are not being
2 promoted or protected, that there are conflicts of
3 interest involved, or any other issue.

4 And I'm not sure when you're going to
5 get more direct evidence of the interests of a party
6 not being promoted and protected in the settlement
7 context, which is a huge focus of the point of the
8 rule, other than an email like this.

9 And even Mr. Pollock said we have to
10 protect these people and they deserve the most
11 protection. Well, one way to make sure they're
12 protected is to make sure that they're getting the
13 information about the settlement offers that should
14 be being conveyed to them and that there aren't other
15 interests that are getting in the way of that.

16 And if your Honor has concerns about
17 the amount of documents and things like that, and
18 there is always, as you know, in camera review which
19 came up in the Valsartan case. So that's always an
20 option if you think that there is a sort of a
21 disconnect between what the level of what the email
22 rises to and the document request, in camera review
23 is always an option there.

24 SPECIAL MASTER SCHNEIDER: Is the
25 reason why your clients want this information is so

July 1, 2024

Page 37

1 that, in its view, it can better understand why the
2 Beasley Allen law firm is not in favor of Defendant's
3 settlement proposals?

4 MR. BUSH: I would say yes, better
5 understand and understand what are the financial
6 arrangements at issue. For example, are the
7 financial incentives such that there is really no
8 way, because of the amount of litigation funding
9 that's at issue and how much has to get paid back,
10 that the parties are never -- are going to be so far
11 apart that there is no economically rational way that
12 we can come together. That's part of what we're
13 looking for and it's going to inform as we're trying
14 to resolve this case eight years in, it's going to
15 inform how we go about doing that and if it's
16 possible.

17 SPECIAL MASTER SCHNEIDER: Is it the
18 Defendant's view that its settlement proposals are so
19 favorable to the claimants that it should have been
20 accepted? And because it wasn't accepted, there must
21 be some ulterior or insidious purpose or reason why
22 it wasn't accepted?

23 MR. BUSH: I mean look, we obviously
24 are always going to think our settlement proposals
25 are good proposals. And I can't say just in the

July 1, 2024

Page 38

1 abstract anyone who ever rejects a proposal, there
2 must be something insidious going on. But there is a
3 lot of -- the email in particular raises serious
4 questions about why this client is being told that
5 J&J's unwilling to settle, when we are. And is she
6 able to make that decision for herself about whether
7 it's a fair settlement or not? Because she has to
8 know about it in order to decide whether to vote for
9 the plan or not.

10 SPECIAL MASTER SCHNEIDER: Mr. Bush, on
11 page 6 of Defendant's response brief, and I'm
12 quoting, it's the last sentence on the page.

13 Quote, you state: Why is the firm,
14 Beasley Allen, actively opposed to settling claims at
15 terms that are favorable to its own clients? Close
16 quote.

17 Does that indicate that Defendants
18 believe that its settlement proposal is so favorable
19 that, again, there must be some insidious reason why
20 it's not being accepted?

21 SPECIAL MASTER SCHNEIDER: Your Honor,
22 it's the favorability of the proposal, which is very
23 favorable. I mean it's over six billion dollars.
24 Plus a lot of the other indicia of evidence that's
25 going on.

July 1, 2024

Page 39

1 For example, the email from this client
2 that says that J&J is unwilling to settle, that's
3 what she was told, even though it's not true.

4 It's the fact that Beasley Allen stands
5 to recover from 12 percent, or up to 12 percent in
6 common benefit funds, only if the settlement happens
7 outside of bankruptcy and not in bankruptcy.

8 The fact that they have a press release
9 saying we stand ready to resolve this case outside of
10 bankruptcy, just not in bankruptcy.

11 And the fact that there is, we think, a
12 lot of litigation funding out there that is skewing
13 these incentives.

14 So it's not just we offered so much
15 something insidious is going on. And what our
16 request really focuses on is what are the financial
17 incentives at issue here. I don't want to say it's
18 insidious as much as what's really driving this? And
19 is it financial incentives that the parties will
20 never come together after eight years because of the
21 way the finances are set up? And I think those are
22 legitimate questions that are raised by all of the
23 evidence, including the email that we've been
24 discussing.

25 SPECIAL MASTER SCHNEIDER: Is it your

July 1, 2024

Page 40

1 client's belief or your belief that Beasley Allen's
2 reluctance to accept the Defendant's settlement
3 proposal is irrational or arbitrary and capricious?

4 MR. BUSH: Well, I think the question
5 is, is it rational for them because there is so much
6 litigation funding that even a settlement offer that
7 large isn't going to recoup enough money for them in
8 their view?

9 So it may be that what's rational for
10 J&J, and I don't want to -- you know, I haven't been
11 directly involved with settlement negotiations, so I
12 don't want to say anything that sort of offsets all
13 that, but it may be that J&J's economic rationality
14 and Beasley Allen's economically rational decisions
15 are so far apart because of the finances at issue.
16 I'm not saying they're irrational, I'm saying it may
17 very well be rational that we can't come together on
18 a solution based on the financial incentives that are
19 at issue.

20 SPECIAL MASTER SCHNEIDER: Yeah. Well,
21 I can't really understand -- I can't say I really
22 understand the answer to that question because -- I
23 mean I understand the record, I've lived this case
24 for years.

25 I mean is the root of this motion that

July 1, 2024

Page 41

1 the Defendants are just not happy that Beasley Allen
2 won't accept its settlement offers and they believe
3 that the settlement offers are so favorable to the
4 Plaintiffs that there, again, I keep on saying this,
5 there must be some insidious reason why it's not
6 being recommended?

7 MR. BUSH: No, your Honor, that's not
8 the root of the motion.

9 The root of the motion is we're trying
10 to reach a global settlement with this entire
11 litigation. One of the factors that your Honor's
12 decision said in looking at whether to review
13 something in camera is whether the litigation has
14 been unduly prolonged. This has been going on for
15 eight years now, this MDL. There have been, as your
16 Honor knows very well, a host of settlement
17 discussions that haven't been able to be resolved.
18 And it seems that one of the reasons that settlement
19 has not been able to be resolved is because clients
20 aren't being told of the settlement offer. And the
21 financial incentives for why is that happening and
22 one of the reasons may be and seems to be that the
23 financial incentives of the parties are creating a
24 disconnect there.

25 And Rule 7.1.1 inherently recognizes

July 1, 2024

Page 42

1 that litigation funding can create a differing
2 incentive between the attorneys and their clients
3 such that the interests of the parties themselves
4 have to be protected.

5 And so this is about making sure that
6 everybody makes an informed decision for themselves
7 about the settlement offer and that we can try to
8 resolve this litigation that seems to me that we
9 really should be able to resolve globally, which I
10 would hope would make everybody here happy about
11 that. It's been going on for a while now.

12 SPECIAL MASTER SCHNEIDER: Well, has
13 Beasley Allen ever indicated that they don't want to
14 settle this MDL?

15 MR. BUSH: Your Honor, I would say two
16 things, which is that, one, I'm not personally
17 involved in settlement negotiations and I think those
18 would be treated confidential. So one is I wouldn't
19 have an answer to that and I don't think I would be
20 able to say it if I did.

21 But what I know is what the press
22 release says, which is that they stand ready to
23 settle outside of bankruptcy, but are opposed to the
24 bankruptcy solution. And that's what their public
25 press release says about that.

1 SPECIAL MASTER SCHNEIDER: Let me just
2 ask you another question or two and then we'll move
3 on.

4 Can you cite to a case that has granted
5 the relief you request or documents and
6 communications regarding settlement and a plan of
7 reorganization?

8 MR. BUSH: Well, I think -- I think the
9 answer to that is I can't cite a specific case like
10 that, but this is a very unique situation, your
11 Honor. And some of the things that we're asking for
12 are maybe unique because they're driven by the unique
13 context of this.

14 I don't know of a case that was doing
15 this inside of a bankruptcy context like this with
16 the vote of the claimants and all these things or
17 with an email as stark as this one. So the lack of
18 exactly analogous case law is driven by the unique
19 circumstances of this case.

20 But as I said, I think for the
21 litigation funding component, while not exactly on
22 point, the Nimitz decision from Judge Connolly out of
23 the District of Delaware shows and is instructive on
24 how sometimes you have to spend some effort trying to
25 ferret out this information. And then you start

1 learning some information that you didn't otherwise
2 know and that disclosures turn out to not necessarily
3 be accurate and that gaps in the knowledge that are
4 not actually speculation, but that they're really
5 rooted in good reason.

6 SPECIAL MASTER SCHNEIDER: Do you
7 remember the evidence that led the judge to think
8 that there is suspicious circumstances here in this
9 Nimitz case?

10 MR. BUSH: Yes, your Honor. I mean it
11 was sort of a very -- well, I don't know if you're
12 asking -- I can relate it to you, but yes, I mean
13 there was sort of a long host of things that happened
14 and cases that seemed unrelated. And it turned out
15 that they were connected by the same sort of -- you
16 know, the pejorative term is patent troll that was
17 sort of connected to all those cases. But there was
18 certainly no email that says -- my point, your Honor,
19 is yes, the circumstances surrounding why the funding
20 was relevant are not identical, but what it shows is
21 why sometimes it takes effort to push to figure out
22 what's going on.

23 Some of the evidence that developed
24 were because he held hearings and took testimony and
25 I'm not saying we need that, but we have evidence

1 here that's pretty strong that something is going on,
2 especially considering the factor of conflicts of
3 interest and the interests of the parties are not
4 being promoted.

5 We have an email that says I was told
6 J&J is not willing to settle and that's just not
7 true. And that is a really unique fact that makes
8 this case stronger for us than those other cases.

9 SPECIAL MASTER SCHNEIDER: Last
10 question.

11 Mr. Bush, a lot of cases have been
12 cited in the brief. There wasn't a New Jersey case
13 that was cited except the Valsartan decision. You've
14 discussed Judge Connolly's decision in the Delaware
15 case. Is there another case or two that you believe
16 is most supportive of your position in this motion?

17 MR. BUSH: Your Honor, I think -- I
18 think the circumstances -- I think what the cases
19 show is that the circumstances surrounding when
20 litigation funding can be discoverable come in all
21 sorts of shapes and sizes.

22 All these cases have, as your Valsartan
23 opinion goes through them, they arise in different
24 ways. This case arose in its own way that is
25 different from those cases in a lot of ways, but is

July 1, 2024

Page 46

1 stronger in the sense that there is now a District of
2 New Jersey local rule that specifically governs the
3 situation, inherently recognizes that this
4 information is relevant, and it sets forth factors
5 that are specifically -- that go specifically to -- I
6 should say that this email that we've been discussing
7 specifically goes toward. So that situates this case
8 in a much stronger way than those other cases because
9 there is a rule that's been developed that says this
10 information is important for just this very situation
11 when we can't resolve settlement, even after a long
12 time and perhaps the interests of the parties aren't
13 being promoted.

14 And I don't know what evidence you're
15 going to get that's ever better than an email that
16 says I was told that the other side is unwilling to
17 settle even though there is a settlement offer on the
18 table. There is an email that says please just make
19 me an offer when there is a settlement offer on the
20 table. I don't know of any way you can get stronger
21 direct evidence of a potential conflict of interest
22 or an interest of a party not being promoted than an
23 email like this. This goes directly to the factors
24 that Rule 7.1.1 outline.

25 SPECIAL MASTER SCHNEIDER: And in your

July 1, 2024

Page 47

1 view, that email unlocks the door to the litigation
2 finance discovery settlement communications and
3 discussions regarding the plan of reorganization?

4 MR. BUSH: Yes, your Honor. I think
5 it's a very troubling email that she's being told
6 that J&J is unwilling to settle, which is just not
7 true. And I don't need to belabor it because we've
8 talked about it, but I do think it opens the door to
9 discovery to figure out why is this person not being
10 protected. We're not seeking attorney-client
11 privileged information to the extent that these -- to
12 the extent any requests -- there is a subset of
13 attorney-client privileged material, there can be a
14 privilege log, how this always goes, so we're not
15 seeking privileged information, we're seeking
16 information like discussions with third parties and
17 funders. And I do think this unlocks the door. And
18 as I said, if you have a concern about the breadth of
19 the information that we would be receiving, that in
20 camera review is always available.

21 SPECIAL MASTER SCHNEIDER: Last
22 question.

23 So as I understand your argument, you
24 know that I'm going to apply a good cause standard,
25 whether that exists against this discovery, and as I

July 1, 2024

Page 48

1 understand your argument, this is the evidence you're
2 relying on to establish good cause: The email that
3 we've been referring to, the fact that Beasley Allen
4 could get a common benefit fee, that's number two.
5 And number three, bear with me, I don't want to lose
6 my train of thought. The third one, there is a third
7 reason. It will occur to me.

8 MR. BUSH: The Smith Law Firm is
9 certainly on there. I don't know if that was your
10 third reason, but I thought maybe it was.

11 SPECIAL MASTER SCHNEIDER: No, that
12 wasn't my third reason. But it will come to me.

13 The email exchange. Common benefit.
14 Oh well, it will occur to me.

15 Mr. Bush, let me give you a chance to
16 take a breath and let's hear from the moving parties.
17 We'll start with Beasley Allen. I guess that's you,
18 Mr. Pollock.

19 I don't have any specific questions,
20 but you can make whatever argument you want. And
21 particularly, again, I'd like to hear, because
22 Defendant puts so much focus on this email exchange,
23 what your position is with regard to that. But I'd
24 like to hear any other argument, then we'll hear from
25 the PSC and then we'll hear from the Smith Law Firm.

July 1, 2024

Page 49

1 MR. POLLOCK: Your Honor, you've been
2 patient and detailed so I will make it snappy.

3 One thing I would notice is that Mr.
4 Murdica was deposed in the LTL matter on April 16th,
5 2023. It's at document number 32827-14. And Mr.
6 Murdica specifically addresses one of the questions
7 that you asked, which is at page 234. This is
8 document 32827-14, page seven of eight, which is
9 187386.

10 And he says: I didn't need to because
11 as you've seen, their clients are in support. The
12 concern that I personally had was that I believe that
13 the Beasley Allen firm is not able to say yes to a
14 deal because they're way too deep in debt from the
15 funding. And that's on April 16th, 2023.

16 I point that out because you had asked
17 the question, was this something new to J&J that they
18 had this thought about litigation funding. And the
19 answer is Mr. Murdica said nope, they can't do any
20 deals because they're way too deep into it.

21 You also heard, I know you sat through
22 most if not all of the hearings before Judge Porto
23 and Singh, Andy answered the question point blank, do
24 you have litigation funding. And his answer was
25 simply and plainly no.

July 1, 2024

Page 50

1 I also looked at the subpoena and
2 noticed the intent to serve subpoena from Allison
3 Brown at Skadden, and I looked at the definition on
4 documents to be produced. If you look at page 10, it
5 says: Litigation funding you have received, all
6 agreements you have entered into.

7 Number five, all documents,
8 communications for funding you have received.

9 So while Mr. Bush is entitled to his
10 concerns, and he's mentioned a number of them, their
11 request is their request. This shouldn't be a
12 constantly morphing exercise.

13 I don't want to get -- I'm not going to
14 die on the sword of technicalities, but the question
15 that they asked -- what they asked for was what have
16 you received. And that actually is pretty consonant
17 with 7.1.1.

18 Andy, Beasley Allen have not received,
19 have not engaged in any litigation funding. So I
20 think that kind of answers that one.

21 And also, I think that Mr. Murdica has
22 said, look, we had deep concerns about this all
23 along. I don't know why he had it, he doesn't say
24 why he has it, but obviously they're entitled to
25 their suspicions and I'm entitled to reject them.

July 1, 2024

Page 51

1 I also noticed a brilliant decision in
2 in re Valsartan.

3 (Laughter)

4 And you go through a number of -- okay,
5 blatant sucking up. I'm sorry.

6 But in there you do notice some
7 factors. And I'm referring here to page 615 to 616.
8 And the factors are, there is a showing that
9 something untoward occurred. The discovery could be
10 relevant. But then you go on.

11 Discovery will be ordered where there
12 is a sufficient showing that a non-party is making
13 ultimate litigation or settlement decisions.

14 And I understand this is Mr. Bush's
15 concern. The reality is, you know, the email
16 exchange is what it is. I have not spoken to DD. I
17 really hadn't planned on doing it.

18 The fact is, I do know, having worked
19 with Andy and Leigh and others, I think these people
20 have always acted, and you've dealt with them too
21 over the course of years, I don't think there is
22 anything underhanded or untoward going on. I think
23 the client reached out, the client is frustrated, we
24 have all dealt with it, and the answer is that she
25 said what she said. Where it came from, I don't

July 1, 2024

Page 52

1 know. If you're dying for me to find out, I suppose
2 I could. I honestly don't know.

3 What I do know is that Mr. Bush has no
4 right, zero, to inquire into whether Beasley Allen is
5 capable of communicating with its clients. If you're
6 going to open that door, I got a few questions about
7 whether Mr. Haas is fairly communicating with his
8 board, which I'm sure would be upsetting to J&J.

9 But I have to assume at some point,
10 especially in this case where the lawyers are doing
11 their job, that Beasley Allen is doing its fair job.
12 Whether the client really understood the
13 communication, did it quote the entire communication
14 if there was a quote to begin with, did it understand
15 exactly what's going on? I don't know. And Mr. Bush
16 also notes that this has been going on for a while.
17 It has.

18 He did traipse into a few other areas,
19 which is one of Mr. Haas' favorite areas to get into.

20 One is common benefits. They keep on
21 saying that Beasley Allen is deathly afraid of
22 getting into bankruptcy because they won't get common
23 benefit. There is actually -- and I don't want to
24 waste your time because you've lived through this and
25 probably know it better than I do. My understanding

July 1, 2024

Page 53

1 is no, that's not true. Under J&J's version of
2 common benefit, there might be some question, but
3 there is nothing that prohibits common benefit at
4 all. And in this one, the fact is there is no
5 bankruptcy. At this point there is no bankruptcy
6 filing by J&J.

7 So to me there is a big question,
8 what's it going to look like when we get there? I
9 don't know. I don't even know if we're going to get
10 to a bankruptcy filing.

11 So the idea of common benefit into the
12 future, Andy has been very clear, I am willing to let
13 the chips fall where they are. I'm going to
14 represent my client. That's what he said. And he
15 was pushed on that point. And he sticks by that
16 point. And frankly, I think it's the right thing to
17 have said, which is I'm not -- because otherwise, if
18 he does take a deal, he could probably secure a small
19 fortune for Beasley Allen. I don't know.

20 Is that the right thing to do? And
21 Andy said no. I'm not going to negotiate what I get.
22 What he has said, and I'm summarizing here, is I'm
23 going to let -- I would use the phrase chips fall
24 where they may, because I'm not as sophisticated as
25 Andy, but he is going to let the courts decide what a

July 1, 2024

Page 54

1 fair amount is.

2 And Judge Porto, as you may recall,
3 pushed on this point a little bit. So I don't think
4 that that's really -- I think that the idea that Andy
5 is afraid or Beasley Allen is afraid of bankruptcy, I
6 don't think that's true. I think the fact is they're
7 concerned.

8 Mr. Bush also points on the point,
9 well, the fact is six billion dollars is a great
10 deal, it's a wonderful thing to have done.

11 This was the subject of some pretty
12 detailed questioning by Judge Porto of Andy. Why is
13 this the right number? What is the right number?
14 And I don't know, because I'm not a fancy torts guy,
15 I am a simple country lawyer. But what he says, what
16 J&J's own experts say is, well, the right number is
17 somewhere between 12 and 21 billion. We're not in
18 that range at all. And Andy did explain that he had
19 concerns.

20 The last point I'll raise here is
21 that -- and obviously, Judge, I want to answer any
22 questions you may have. But I do think it's
23 duplicitous at best that Mr. Haas, J&J and Mr. Bush
24 are upset about the concept of litigation funding.
25 Because I don't think I can think of a single case,

1 and I've done a number of mass torts through Becton
2 Dickinson and others, not J&J, but it's rare -- I've
3 never heard of one where the defendant is counting
4 more noses than the Plaintiffs are.

5 And Andy's answer on the stand, which I
6 thought took guts, was to say, well, there is
7 about -- I'm going to ballpark it, 30 to 40 thousand
8 claims that actually have merit, that have real
9 concern where people need real compensation. And
10 then there are a lot of claims where there is some
11 real questionable science. How many Plaintiffs'
12 lawyers are willing to say that about other
13 Plaintiffs' lawyers? That takes guts. Because as
14 you know, this is a relationship business. But
15 that's what Andy has said. And yet what Mr. Murdica
16 and Mr. Haas are doing is attempting to flood the
17 bankruptcy ballot box, as I call it, with other
18 claims.

19 So why would you do that? You would do
20 that because if you give people who don't have the
21 high potential of winning some opportunity to get
22 something, then obviously you have an opportunity to
23 get more of both. And that's basically what they've
24 all been going through for months now. Mr. Murdica
25 trying to sell the J&J plan. Beasley Allen and

July 1, 2024

Page 56

1 others saying no, that plan is not sufficient.

2 I am not capable, Judge, I'm not going
3 to lie to you, I am not capable of telling you what a
4 good number is or not. But I do think there is
5 honest, heart-felt disagreement, at a minimum,
6 between the two parties.

7 They raise two other issues that I
8 don't know if you want to get into it; champerty and
9 vexatious litigation. I'm probably one of the few
10 people who brief champerty to death in a previous
11 case. I think we've hit everything else.

12 Your Honor, I've answered as briefly as
13 I can the points I wanted to make.

14 Do you have any questions for me?

15 SPECIAL MASTER SCHNEIDER: I have no
16 questions.

17 MR. POLLOCK: Thank you, your Honor.

18 SPECIAL MASTER SCHNEIDER: You're the
19 moving party. Does the Steering Committee want to be
20 heard?

21 MR. GOLOMB: Yes, your Honor. Thank
22 you.

23 We're in a unique position here because
24 you served as the mediator, one of the mediators in
25 this case. And so you know what the status of the

July 1, 2024

Page 57

1 negotiations were in this case. And you know one of
2 the main goals here for J&J is not just to raise this
3 issue of litigation funding, which they don't like,
4 they also don't like the seventh amendment. You
5 know, they don't like jury trials. They don't like
6 jurors. They don't like judges who sit on
7 Plaintiffs' verdicts. They don't like the Third
8 Circuit Court of Appeals when they rule against them.
9 They don't like the Supreme Court of the United
10 States when they rule against them. They don't like
11 bankruptcy judges when they don't rule against them.
12 And that's really what this is about.

13 What this is about has nothing to do
14 with DD and the email exchange and whatever
15 information is flowing to a client or not.

16 I will tell you and I will challenge
17 anybody from J&J today to tell us what is the offer
18 that should have been conveyed that wasn't conveyed
19 to DD? What is it that she was supposedly getting
20 out of this, quote/unquote, settlement in this case?
21 There is no number. They don't know the number. We
22 don't know the number. And DD doesn't know the
23 number. The best they can give us in their
24 disclosures of a threatened third bankruptcy is that
25 the average case value will be somewhere between 50

July 1, 2024

Page 58

1 and 200 thousand dollars. That's not an offer.

2 That's not an offer at all.

3 So let me just respond to a couple of
4 things that Mr. Bush said.

5 You asked him a very direct question
6 which was really that there is a moving target in
7 your papers. You started by asking for the
8 litigation funding of Beasley Allen and now that
9 moving target is now transitioned. And just think
10 about the precedent that they're trying to set here.
11 What they are trying to sell to you, Judge, is that
12 7.1.1 requires me or Beasley Allen or any of the
13 other leaders in this case or any lawyer who accepts
14 referrals from other lawyers, whether it's in a mass
15 tort or not, that they are now trying to impose on us
16 a duty to say to the lawyer who is referring the case
17 to us, do you have litigation funding. That is not
18 the point of 7.1.1. And I understand that Johnson &
19 Johnson takes that position now for two reasons.

20 Number one, because they know that
21 Beasley Allen has no such funding for talc cases.
22 And they don't like the fact that Beasley Allen is
23 one of a number of firms that is standing in the way
24 of their cram-down through the bankruptcy rather than
25 coming to the table and negotiating an

July 1, 2024

Page 59

1 out-of-bankruptcy solution on behalf of a 380 billion
2 dollar company.

3 You also asked the question as to
4 whether or not this is something that just arose.
5 And Mr. Bush, in a hedge, said that this is something
6 that they've been thinking about for years.

7 Well, in Valsartan, at least the issue
8 was raised at the time that the fact sheets were
9 being negotiated. And your Honor knows that well.
10 That's the way that that issue arose in Valsartan.
11 And your Honor appropriately said it's not relevant,
12 it's not discoverable.

13 In this case, the fact sheets are now
14 almost eight years old and not once was that issue
15 raised. That issue was raised now because this is
16 just another delay and distraction that J&J is trying
17 to cause while they go out there and they bad mouth
18 Beasley Allen, they bad mouth the leadership of this
19 case to try to convince other lawyers like the ad hoc
20 lawyers.

21 Now, the irony in this case is that the
22 only people who know how much they're getting, the
23 only clients that know how much they're getting, are
24 the clients of these ad hoc lawyers who are now
25 trying to flood the vote in yet a third bankruptcy.

July 1, 2024

Page 60

1 And they know that they're getting 15 hundred dollars
2 a case. But our clients, who have ovarian cancer or
3 who have died from ovarian cancer, have no idea what
4 they're getting in this case.

5 You know, the other thing that Mr. Bush
6 said was he said that the, quote/unquote, settlement
7 negotiations have been going on for a while. And you
8 and I both know something about that, don't we, Judge
9 Schneider? And what we know is that these
10 negotiations have been going on since 2019. And what
11 we also know is that J&J came to us, the leadership
12 in this case, in June of 2022 during the first
13 bankruptcy and said here is a global offer in
14 bankruptcy, take it or leave it. And we said no.
15 For a lot of reasons. Not the least of which is they
16 were not fair and reasonable values for our clients
17 and they were going to be paid out over 25 years.

18 Well, since June of 2022 they've done,
19 up to the filing, including the filing of this
20 particular motion, there was not a single negotiation
21 between J&J, their lawyers and the leadership in this
22 case. They've done everything they can to go around
23 us to try to cram down settlement values that were
24 not there and were not reasonable no matter how many
25 times they stood up in a courtroom in bankruptcy

July 1, 2024

Page 61

1 saying all they wanted was fair and reasonable
2 values.

3 Now, another thing that Mr. Bush said
4 was they didn't -- these lawyers didn't just get a
5 epiphany to file these claims. Yes, they did, as a
6 matter of fact. And the epiphany came on two
7 different dates. It came on the date that the
8 Daubert order was entered. And more importantly, as
9 it affects us, why we are here today, is there was a
10 bankruptcy. These lawyers who they negotiated with
11 to come up with this six billion dollar settlement,
12 which they talked to the press, they tell the courts
13 this is unprecedented, you know, these cases are -- I
14 lost my train of thought there for a second.

15 But these cases did not come into
16 effect. The ones that they're negotiating with the
17 ad hoc committees, these claims were not even in
18 existence until the bankruptcy.

19 I mean you've got a lawyer who is
20 leading this ad hoc group that has 17 thousand cases,
21 not a single one of which existed pre-Daubert, and
22 not a single one of which that existed
23 pre-bankruptcy. These are these other gynecological
24 cases that they are making a quick hit on for 15
25 hundred dollars a case. And these are not cases.

July 1, 2024

Page 62

1 So there was a epiphany in this case.
2 And this epiphany came through negotiations between
3 Jim Murdica, the National Settlement Counsel, and
4 these lawyers for the ad hocs.

5 Another interesting point that Mr. Bush
6 said was that in talking about this collusion between
7 the Smith Firm and Beasley Allen, that there were
8 seven trials that they tried together. And that's
9 true. There were seven trials they tried together
10 and got over 700 million dollars in verdicts. And
11 they were back in 2016, 2017, 2018.

12 It's interesting because Mr. Bush is
13 using that and that relationship between Allen Smith
14 and the Beasley Allen firm while Erik Haas and Jim
15 Murdica are going out and saying that Beasley Allen
16 lost every case that they tried. Well, you can't
17 have it both ways. And it's not true that they lost
18 every verdict.

19 And then that argument has also moved
20 over the years. It's no longer that they lost every
21 trial, it's that they haven't gotten paid. Well,
22 that has nothing to do with the merits of the case,
23 it has to do with the jurisdictional grounds.

24 And the last thing I'll say, and your
25 Honor, you know this, and that is this idea that

July 1, 2024

Page 63

1 Beasley Allen and the leadership in this case is
2 standing in the way of a fair and reasonable
3 settlement to protect their common benefit is absurd.
4 You well know that there has never not been a
5 single -- no matter how much J&J tries to dangle that
6 in front of us, there has not been a single
7 conversation about common benefit amongst the
8 leadership in this case or with the mediators in this
9 case.

10 We have always taken the position that
11 once we get fair and reasonable values for our
12 clients, that whatever common benefit there is will
13 be taken care of by itself. So the fact that the
14 parties haven't come together after ten years to
15 settle this case is -- we agree it is very -- it is
16 so frustrating that we haven't been able to come to
17 an agreement on that.

18 But, you know what, in every other
19 case, and there is a lot of experience on this
20 hearing today. In any other case, you litigate a
21 case, you get to a point where the case is either
22 going to be settled or tried. If there is not a
23 reasonable -- fair and reasonable offer made on the
24 case, then you go to trial.

25 That's not the rules that J&J wants to

July 1, 2024

Page 64

1 play by. That's the seventh amendment. That's not
2 the rules that J&J wants to play by.

3 They got to a certain point, they lost
4 Daubert, they lost Ingham in front of the United
5 States Supreme Court, they lost Carl in front of the
6 New Jersey Supreme Court, and then rather than trying
7 cases, rather than coming to the table to settle
8 these cases, what they did was they filed for
9 bankruptcy. Not once, but twice.

10 And I'll just end by saying this, your
11 Honor. And that is the Valsartan opinion should be
12 the final say in this case. The Plaintiffs'
13 litigation funding is not relevant to the claims
14 against the Defendants and, therefore, they are not
15 subject to discovery in this case. And as your Honor
16 said both in Valsartan and in your questioning here
17 today, speculation does not justify discovery under
18 Federal Rule of Civil Procedure 26.

19 There is not a single case, as your
20 Honor has pointed out, there is not a single case
21 today that has any remote connection to this case
22 that has been cited by the Defendants in this case.
23 There is not a single New Jersey case.

24 You're looking at Carbabbi, which is a
25 class action case which went directly to the adequacy

July 1, 2024

Page 65

1 of class counsel under Rule 23, that doesn't exist in
2 this case.

3 You have the Nelson versus Millennium
4 case, which is out of Arizona. And that was only
5 relevant because there was a suspicion that one of
6 the Defendant's market competitors was the one that
7 was actually funding the litigation against the
8 Defendant. That doesn't exist in this case.

9 The Hobbs versus American Commercial
10 Barge case, the Court found the litigation funding
11 was relevant because there was evidence that the
12 litigation funders were paying for medical expenses.
13 That doesn't exist in this case.

14 And as your Honor knows in the in re
15 American Systems case that there was evidence that
16 litigation funders were paying for corrective
17 surgeries. That's not the case here.

18 This motion and other motions like it
19 that have now been pending for six months do nothing
20 to serve the parties in this case, is nothing more
21 than a distract-and-delay either the ultimate
22 resolution of this case or trials in this case. And
23 that's what J&J wants. While Jim Murdica goes out
24 and tries to gather support for a bankruptcy that
25 will yet again fail. That's all this is about.

July 1, 2024

Page 66

1 Thank you, your Honor.

2 SPECIAL MASTER SCHNEIDER: Thank you.

3 Okay. Mr. LaKind, if I'm pronouncing
4 it right.

5 MR. LaKIND: You are, your Honor.

6 Thank you.

7 SPECIAL MASTER SCHNEIDER: You've been
8 very patient.

9 The floor is yours.

10 MR. LAKIND: Thank you, your Honor.

11 Arnold LaKind, Szaferman, LaKind, Blumstein & Blader.

12 Your Honor, for the most part I'll rely
13 on my brief and I'll be very brief. You've heard
14 quite a bit of argument.

15 I just really want to make three
16 points.

17 Point number one is that
18 notwithstanding Mr. Bush's argument that aggregation
19 is quite common in these types and other mass tort
20 cases, in the statement in Nimitz that there are a
21 large number of states that have adopted rules
22 similar to 7.1.1, they do not cite a single case in
23 which the type of discovery they seek was provided by
24 an individual who is not a counsel to the case. My
25 client does not have a single case in the MDL. But

July 1, 2024

Page 67

1 notwithstanding that, they failed to find or cite to
2 a single case that supports the proposition that
3 they're entitled to the discovery they seek from my
4 client.

5 Number two, if I understand Mr. Bush's
6 argument, it's the following: If we can get into the
7 door of discovery, we might or we could be or we
8 might find some plausible information. And what he's
9 hearing is simply implausible. It's all based on
10 conjecture predicated on getting discovery first,
11 which really reverses the burden.

12 The sole basis, and I know your Honor
13 mentioned there were three, but as I understood, the
14 sole basis I heard that would warrant discovery is
15 this email from DD that has nothing whatsoever to do
16 with my client, who is not in the MDL, doesn't know
17 who DD is, and has nothing to do with it, has never
18 communicated with a client in the MDL. So what
19 they're using as a predicate to award further
20 discovery is entirely irrelevant to the Smith Law
21 Firm.

22 And third, I'd just like to return to
23 the Nimitz case. I think Nimitz is quite different
24 from your Honor's decision in Valsartan. I'm not
25 sure I'm pronouncing it properly. It's different in

July 1, 2024

Page 68

1 the following three respects.

2 Number one, the attorney from whom the
3 discovery was required had already been sanctioned by
4 the Court.

5 Number two, that attorney or one of his
6 co-counsel had ignored, through disclosure
7 requirements.

8 And number three, and I'm repeating
9 what I think Jeff or one of the other attorneys said,
10 there was some conflicting statements made there.
11 And that concerned the Court.

12 This is not a Nimitz case, especially
13 from Mr. Smith's perspective. There is simply no
14 justification in order to warrant discovery of his
15 financial arrangements. Yes, he has tried cases with
16 Beasley Allen. Mr. Smith does a lot of state court
17 work, not much federal court work.

18 Your Honor, you've heard quite a bit of
19 argument, I don't want to belabor anything. I'll
20 rely on my brief unless you have specific questions
21 for me.

22 SPECIAL MASTER SCHNEIDER: Thank you,
23 Counsel.

24 Mr. Bush, do you have any brief
25 response?

July 1, 2024

Page 69

1 MR. BUSH: There is a lot there, three
2 one one, so I'm not going to try to take on every
3 single point that was made by all three attorneys.
4 But there are three things I want to respond to. And
5 with your permission I'd like to sort of sum up what
6 our argument is and put it all in one place for you.

7 One thing I want to respond to is this
8 idea that J&J is stuffing the ballot box. These are
9 claims that exist, they're claims that exist in the
10 MDL. Beasley Allen is not dismissing them, so they
11 need to be resolved. So the way they get resolved is
12 to put them into the settlement plan.

13 Second thing that was said by, I think,
14 Mr. Golomb which was that we're afraid of jury trials
15 and that we hate the seventh amendment. Well, we won
16 the last seven ovarian cancer trials, that was six
17 defense verdicts and one mistrial. We're not scared
18 of trying the cases. They're being tried all the
19 time, including one that's happening this month.

20 The issue is that there are 60 thousand
21 claims in this MDL. There is no way to try all 60
22 thousand claims unless we want to be here for the
23 next five hundred years trying cases. So we're not
24 scared of jury trials, we don't hate the seventh
25 amendment, but at some point this MDL is only going

1 to resolve through a settlement absent Daubert.

2 Third, there was a discussion by Mr.
3 Golomb of, well, we don't actually have an obligation
4 to ask our co-counsel of the funding that they're
5 receiving and the way that it's being referred to us.
6 And what the rule requires is not that the counsel
7 disclose the counsel's funding, but that the party
8 disclose the funding for the litigation. And this is
9 exactly what had occurred in the Nimitz case in
10 Delaware where the attorney said, well, there is no
11 litigation funding. And the judge asked, well, how
12 do you know where the money is coming from that's
13 getting to you. And it turned out, well, he didn't
14 really know.

15 So it's whether the party is receiving
16 funding that's at issue with Rule 7.1.1. And I think
17 it is very concerning if the party is receiving
18 funding that's not being disclosed because of the way
19 things are being arranged with who's getting the
20 funding and who's making the appearance in the MDL.

21 So those are the three things I wanted
22 to respond to.

23 And then at the end of our last
24 discussion there was a discussion of what were our
25 reasons and can we sum them up. So I just wanted to

July 1, 2024

Page 71

1 try to do that.

2 Briefly, I think I've hit these points
3 between all the arguments, but I wanted to sort of
4 put it in one place for you. And here is the
5 evidence we have to why we think the litigation
6 funding is relevant here.

7 First of all, Rule 7.1.1 recognizes
8 that it's relevant. It's something that didn't exist
9 at the time of your Valsartan opinion. And it
10 specifically says that it's -- not only do we think
11 there may be a problem with the disclosure itself,
12 but it specifically permits discovery into litigation
13 funding if the interest of the parties isn't being
14 promoted or protected, there are conflicts of
15 interest, there is a question about who has authority
16 to make settlement decisions, or disclosure is
17 necessary to any other issue in this case. So it's a
18 broad rule that allows that catch.

19 And here is the evidence that we have
20 that we meet those factors. Beasley Allen told at
21 least one plaintiff that J&J is unwilling to settle,
22 and that's just not true. And if they're telling one
23 Plaintiff that, I don't think it's speculation to
24 think that that's the only Plaintiff that's being
25 told that.

1 Beasley Allen does stand to gain up to
2 12 percent of the total recovery in the common
3 benefits fund. There is something that I think Mr.
4 Pollock raised which is, well, nothing prohibits
5 common benefit funds in the bankruptcy. And that may
6 be true, but there is currently no setup for that
7 right now and nothing in the proposed plan for that.
8 So the options are a definite common benefit fund or
9 maybe somehow it will come up in the bankruptcy.

10 Beasley Allen specifically said in
11 their press release they stand ready to resolve this
12 case, but just outside of bankruptcy.

13 How are these litigation funding
14 arrangements happening given Mr. Birchfield's
15 testimony about direct funding?

16 Well, his testimony is that Beasley
17 Allen obtains the majority, if not the vast majority,
18 of its cases through co-counsel relationships. And
19 we had known at least one of those co-counsels is
20 receiving litigation funding. So the claims are
21 subject to litigation funding that's required under
22 the disclosure of Rule 7.1.1.

23 And I want to talk a little bit about
24 the context, your Honor, about the mass tort context.
25 Because when I was talking about Mass Torts Made

1 Perfect, I wasn't meaning to give a policy view about
2 the pros or cons of litigation funding in the
3 abstract. The reason I was saying this is that
4 litigation funding permeates the mass tort world.
5 And for better or worse, that's just true --

6 SPECIAL MASTER SCHNEIDER: Counsel, I
7 don't mean to interrupt you on this, but I think this
8 argument is completely, absolutely, one hundred
9 percent irrelevant to what we're doing.

10 It makes no matter what goes on in the
11 mass tort business in general. And all the law
12 review articles that you cite, in my view, are
13 completely irrelevant to this case. The only thing
14 we're concerned about is Beasley Allen, talc and this
15 MDL. If you want to talk about that, I'm all ears,
16 I'll stay all night. But as far as I'm concerned,
17 any discussion about the litigation finance business
18 in general and how mass torts operate, it has
19 absolutely zero concern about what we're doing.
20 We're concerned about this case and these people.

21 So I don't want to waste your breath by
22 talking about issues that have absolutely nothing to
23 do with this case.

24 MR. BUSH: Your Honor, I'll just say,
25 we obviously have a different view about its

July 1, 2024

Page 74

1 relevance, but you're the decision-maker and I hear
2 you loud and clear about don't raise this anymore, so
3 I'll just move on there.

4 For the record, we do think it's
5 relevant, but I'll move on.

6 And I'll just say that the last factor
7 here is just that the settlement has been unduly --
8 that the litigation has been unduly prolonged, which
9 is something in the Valsartan opinion was relevant in
10 terms of whether we're going to seek in camera here.
11 It's been going on for eight years. There is a giant
12 offer on the table. And the settlement is just
13 not -- it hasn't happened in a long time. And so
14 what this information is relevant to is why are
15 clients being told that J&J is unwilling to settle?
16 And the rule recognizes -- the purpose of the rule is
17 because there can be a disconnect between the
18 incentives of the client and the incentives of the
19 attorney.

20 So we think that we fit within that
21 rule and for the reasons I've said at this hearing,
22 we ask for the motion to quash be denied.

23 SPECIAL MASTER SCHNEIDER: Thank you,
24 Mr. Bush.

25 The moving parties have the burden of

July 1, 2024

Page 75

1 proof, so they have the last word.

2 Mr. Pollock, anything you want to add?

3 MR. POLLOCK: Judge, it's clear to me
4 you understand the issues, you understand the facts.
5 I have nothing to add unless you have any questions
6 for me.

7 SPECIAL MASTER SCHNEIDER: Thank you,
8 Mr. Pollock.

9 Mr. Golomb?

10 MR. GOLOMB: Same here, Judge.

11 Thank you.

12 SPECIAL MASTER SCHNEIDER: Last but not
13 least.

14 MR. LAKIND: The only thing I would
15 point out, and I may be wrong on this, but I think on
16 a third-party subpoena the burden of proof on
17 relevance falls to the person issuing the subpoena,
18 not to the recipient. The burden of proof to quash
19 on other grounds falls upon the recipients. I think.

20 SPECIAL MASTER SCHNEIDER: The burden
21 of proof of relevance, you're moving to quash --

22 MR. LAKIND: Yes.

23 SPECIAL MASTER SCHNEIDER: I don't
24 think it makes a hill of beans to the ultimate
25 decision, but you filed the motion to quash or for

July 1, 2024

Page 76

1 protective order, and you're saying it's the
2 defendant's burden of proof?

3 MR. LAKIND: Yes. I think, your Honor,
4 under Lesal, L-E-S-A-L, 153 FRD 552 and Morse/Diesel,
5 142 FRD at 84. I think just with relevance, that's
6 their burden. Everything else like proportionality,
7 privilege, that falls to me -- falls to the
8 recipients.

9 SPECIAL MASTER SCHNEIDER: Okay.

10 MR. LAKIND: Again, I may be wrong, but
11 that's what I recall when I was preparing, your
12 Honor.

13 SPECIAL MASTER SCHNEIDER: It could be
14 the case sort of like a burden-type shifting. I
15 don't know what the answer is. I don't think it
16 makes a difference. But maybe they have the initial
17 burden of making a prima facie case and maybe it's
18 the moving party's burden to quash it. But like I
19 said, I don't think it's -- whoever has the burden, I
20 think the ultimate issue is relevance.

21 MR. LAKIND: Yes.

22 SPECIAL MASTER SCHNEIDER: Okay.

23 Counsel, I thank you.

24 It's incredibly enjoyable for me to
25 work with such a distinguished group of attorneys who

July 1, 2024

Page 77

1 are so competent and the papers are so good. And I
2 mean that.

3 I'm reserving decision, but I expect to
4 issue a very prompt decision.

5 I thank you very much and I hope you
6 have a great weekend.

7 (Hearing Adjourned)

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

July 1, 2024

Page 78

C E R T I F I C A T E

I, Theresa Mastroianni Kugler, a Notary Public and Certified Court Reporter of the State of New Jersey, do hereby certify that the foregoing is a true and accurate transcript of the testimony as taken stenographically by and before me at the time, place, and on the date hereinbefore set forth.

I DO FURTHER CERTIFY that I am neither a relative nor employee nor attorney nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in the action.



Theresa Mastroianni Kugler,
Certified Court Reporter
Certificate No. XI0857
Notary Public, State of New Jersey
Commission Expires July 11, 2026
Commission No. 2410394
Date: July 5, 2024



July 1, 2024

Page 79

A				
ability 14:23	affect 12:25	39:4 41:1	56:12	ASHCRAFT
able 38:6 41:17	14:22	42:13 48:3,17	answers 30:12	3:3
41:19 42:9,20	afraid 52:21	49:13 50:18	50:20	asked 16:15
49:13 63:16	54:5,5 69:14	52:4,11,21	anybody 57:17	17:4 18:3,5
absent 70:1	afternoon 6:3,4	53:19 54:5	anymore 74:2	30:24 32:6
absolutely 29:18	6:8,17,21,25	55:25 58:8,12	apart 37:11	49:7,16 50:15
32:4 73:8,19	agencies 29:4	58:21,22 59:18	40:15	50:15 58:5
73:22	aggregated	62:7,13,14,15	Appeals 57:8	59:3 70:11
abstract 22:17	11:23 15:14	63:1 68:16	appearance 6:15	asking 18:5 19:9
38:1 73:3	23:9	69:10 71:20	18:21 70:20	30:14 43:11
absurd 63:3	aggregating	72:1,10,17	appearing 21:14	44:12 58:7
accept 8:2 24:9	11:19 15:8	73:14	apply 47:24	assert 7:25
40:2 41:2	28:1	Allen's 14:22	appropriate 8:1	asserted 9:3
accepted 37:20	aggregation	18:7 25:9 40:1	appropriately	asserting 8:9
37:20,22 38:20	12:1 23:15	40:14	59:11	associated 10:19
accepts 58:13	66:18	Allison 50:2	April 49:4,15	10:24 12:10,20
accurate 32:1	ago 25:25	allowed 17:2	arbitrary 40:3	12:24 13:4
44:3 78:6	agree 8:2 11:10	allows 71:18	areas 52:18,19	assume 21:6,8
accurately 10:5	11:11 13:3	amendment	argue 29:25	32:7 52:9
32:24 35:9	22:14 63:15	57:4 64:1	arguing 24:8	assuming 24:23
Achtemeier 29:9	agreement	69:15,25	25:14	attached 28:20
30:11	14:21 34:3	American 65:9	argument 6:8,12	attack 33:23
acted 51:20	63:17	65:15	9:2 10:21	attempting
action 64:25	agreements 50:6	AMERICAS	24:24 47:23	55:16
78:12,15	ALABAMA	4:16	48:1,20,24	attorney 34:18
actions 30:7	3:10	amount 12:3,17	62:19 66:14,18	68:2,5 70:10
actively 38:14	alakindszafer ...	36:17 37:8	67:6 68:19	74:19 78:11,13
ad 59:19,24	5:5	54:1	69:6 73:8	attorney-client
61:17,20 62:4	Allen 3:8 4:25	analogous 43:18	arguments 71:3	30:15 32:16
add 75:2,5	5:6 6:16,23	and/or 1:5 6:9	arisen 13:13	47:10,13
address 7:15,21	8:12,14,16	Andy 5:21 6:20	Arizona 65:4	attorneys 3:7,12
7:22	10:12,16,18,25	8:15 32:18	Arnold 5:2 6:22	3:18,24 4:5,11
addresses 49:6	11:8,15 12:12	49:23 50:18	66:11	4:18,25 5:6,10
adequacy 64:25	13:2,5 14:18	51:19 53:12,21	arose 45:24 59:4	42:2 68:9 69:3
adhere 30:3	16:2,5 17:14	53:25 54:4,12	59:10	76:25
Adjourned 77:7	17:18 19:6	54:18 55:15	arranged 19:14	authority 71:15
adopted 66:21	20:18 24:2	Andy's 55:5	70:19	available 47:20
ads 11:24,25	25:1,6,15 26:1	answer 13:11	arrangement	AVENUE 4:16
advertisement	26:3,17,22	20:23 30:23	11:18 20:18	average 57:25
23:15	27:25 28:8,25	32:11,14 33:15	arrangements	avoid 19:15
advertisements	29:8,10,19	34:13 40:22	10:23 12:15	21:13
15:16 23:11	30:20,22,25	42:19 43:9	37:6 68:15	award 67:19
advertising	31:12,21 32:2	49:19,24 51:24	72:14	
11:24 15:15	32:9,13 33:1	54:21 55:5	article 15:12	B
advised 17:3	34:7,18 35:6	76:15	23:13	back 12:17
	37:2 38:14	answered 49:23	articles 73:12	17:25 26:20,24

July 1, 2024

Page 80

27:11 29:8 33:6,20 37:9 62:11 bad 29:16 59:17 59:18 ballot 55:17 69:8 ballpark 55:7 bankruptcy 13:19 14:6 16:10 35:18 39:7,7,10,10 42:23,24 43:15 52:22 53:5,5 53:10 54:5 55:17 57:11,24 58:24 59:25 60:13,14,25 61:10,18 64:9 65:24 72:5,9 72:12 Barge 65:10 BARR 4:2 based 22:15,17 35:4 40:18 67:9 basically 18:9 55:23 basis 67:12,14 BAYLEN 4:3 beans 75:24 bear 48:5 Beasley 3:8 4:25 6:16 8:11,13 8:16 10:11,16 10:17,24 11:8 11:15 12:11 13:2,5 14:18 14:22 16:2,5,9 17:14,17 18:7 19:6 20:18 24:2 25:1,6,8,9 25:15 26:1,3 26:17,22 27:25 28:8,25 29:8,9 29:19 30:20,22	30:25 31:12,21 32:2,9,12 33:1 34:7,18 35:6 37:2 38:14 39:4 40:1,14 41:1 42:13 48:3,17 49:13 50:18 52:4,11 52:21 53:19 54:5 55:25 58:8,12,21,22 59:18 62:7,14 62:15 63:1 68:16 69:10 71:20 72:1,10 72:16 73:14 Becton 55:1 bed 33:3 beginning 33:14 behalf 6:23 7:7 8:13 18:21 59:1 belabor 47:7 68:19 belief 31:3 40:1 40:1 believe 9:22 19:7 24:12 27:13,16 31:20 34:11,12,22 38:18 41:2 45:15 49:12 believes 34:22 belongs 33:3 benefit 7:4 20:9 39:6 48:4,13 52:23 53:2,3 53:11 63:3,7 63:12 72:5,8 benefits 52:20 72:3 BERMAN 3:19 3:20 best 8:6 19:16 30:8 54:23 57:23	better 37:1,4 46:15 52:25 73:5 BIDDLE 4:7 big 20:5 53:7 billion 38:23 54:9,17 59:1 61:11 Birchfield 5:21 6:20 11:16 14:13 15:23 16:11 17:21 Birchfield's 28:2 72:14 bit 9:25 54:3 66:14 68:18 72:23 Blader 5:1 6:23 66:11 blank 49:23 blatant 51:5 BLUMBSTEIN 5:1 Blumstein 6:23 66:11 board 52:8 box 1:22 3:10 55:17 69:8 breadth 47:18 breath 28:5 48:16 73:21 brief 28:20 38:11 45:12 56:10 66:13,13 68:20,24 briefly 56:12 71:2 briefs 35:17 brilliant 51:1 broad 71:18 brought 13:22 Brown 50:3 BUCHANAN 4:2 burden 67:11 74:25 75:16,18	75:20 76:2,6 76:17,18,19 burden-type 76:14 BURNS 3:14 Bush 4:14 7:7,7 10:2,3,13 11:5 11:11 13:12,16 14:12,16 15:23 15:25 16:13,17 16:23 17:25 18:19 19:5,24 20:22 22:16 23:22 24:14 25:2,19 26:12 26:19 27:10 28:4 29:12 31:25 32:22 33:5,7 35:7 37:4,23 38:10 40:4 41:7 42:15 43:8 44:10 45:11,17 47:4 48:8,15 50:9 52:3,15 54:8,23 58:4 59:5 60:5 61:3 62:5,12 68:24 69:1 73:24 74:24 Bush's 51:14 66:18 67:5 business 23:25 55:14 73:11,17	capable 52:5 56:2,3 capricious 40:3 Carbabbi 64:24 care 63:13 carefully 16:1 18:24 Carl 64:5 case 9:8 13:1 15:3 18:18,20 19:21,23 20:19 21:18,22,25 22:20 23:17 25:24 27:18 34:1 36:19 37:14 39:9 40:23 43:4,9 43:14,18,19 44:9 45:8,12 45:15,15,24 46:7 52:10 54:25 56:11,25 57:1,20,25 58:13,16 59:13 59:19,21 60:2 60:4,12,22 61:25 62:1,16 62:22 63:1,8,9 63:15,19,20,21 63:21,24 64:12 64:15,19,20,21 64:22,23,25 65:2,4,8,10,13 65:15,17,20,22 65:22 66:22,24 66:25 67:2,23 68:12 70:9 71:17 72:12 73:13,20,23 76:14,17 cases 11:17,19 11:19 12:6 14:14 20:3,8 20:10,10,12 21:23 26:3 44:14,17 45:8
---	---	---	---	--

July 1, 2024

Page 81

45:11,18,22,25 46:8 58:21 61:13,15,20,24 61:25 64:7,8 66:20 68:15 69:18,23 72:18 catch 28:5 71:18 categories 9:7 9:19,23 10:6 cause 35:25 47:24 48:2 59:17 caveat 9:21 10:14 13:7 caveated 13:11 CELL 5:5 CENTER 4:22 certain 7:15 12:17 64:3 certainly 44:18 48:9 Certificate 78:20 Certified 1:21 2:10 78:4,20 certify 78:5,10 cetera 32:24 challenge 33:1 57:16 champerty 56:8 56:10 chance 28:5 48:15 characterizati... 31:3,13,15 32:2 34:20 CHAREST 3:14 check 27:14 chips 53:13,23 choice 32:15,17 CHRISTOPH... 4:2 Circuit 57:8 circumstances 43:19 44:8,19 45:18,19	circumstantial 20:1 cite 19:22 43:4,9 66:22 67:1 73:12 cited 15:12 45:12,13 64:22 Civil 1:2 64:18 claim 12:12 claimant 19:23 claimants 19:4 20:19 26:22 27:8 37:19 43:16 claims 10:17,18 10:23,24,25 11:22 12:2,10 12:25 13:5 15:2,6,8,13,21 16:4 17:7,13 23:9 25:7,9,21 26:11,21 28:1 38:14 55:8,10 55:18 61:5,17 64:13 69:9,9 69:21,22 72:20 clarification 11:4 CLARISSA 5:15 class 64:25 65:1 clear 27:5 34:25 53:12 74:2 75:3 clearly 17:13 31:6 33:23 client 13:23 14:2 16:8,19 17:21 28:15,25 29:10 29:14,14,19 30:2,21 32:3,9 32:12,21 33:4 38:4 39:1 51:23,23 52:12 53:14 57:15 66:25 67:4,16	67:18 74:18 client's 23:24 40:1 clients 13:13 18:7 29:16,16 29:17,22,22 30:11 31:1 36:25 38:15 41:19 42:2 49:11 52:5 59:23,24 60:2 60:16 63:12 74:15 close 20:3 38:15 co-counsel 10:23 11:17,20,21 14:22 17:9,10 17:15 18:3 20:14 21:8,8 25:5 26:7,17 26:23 27:3,8 27:17 28:1 68:6 70:4 72:18 co-counseling 12:11 co-counsels 12:5 12:9 25:21 72:19 co-counsels' 12:25 colleague 6:19 collusion 62:6 come 10:22 11:13,19 14:24 17:17 37:12 39:20 40:17 45:20 48:12 61:11,15 63:14 63:16 72:9 comes 12:24 14:20 coming 13:18 31:20 58:25 64:7 70:12 commencing	2:14 COMMERCE 3:9 Commercial 65:9 Commission 78:21,22 Committee 8:20 56:19 committees 61:17 common 20:9 39:6 48:4,13 52:20,22 53:2 53:3,11 63:3,7 63:12 66:19 72:2,5,8 Commonwealth 2:12 communicated 31:16 32:24 35:15 67:18 communicates 30:25 communicating 52:5,7 communication 18:13 31:12 34:25 52:13,13 communicatio... 9:11,13,15 30:16,20 31:2 31:4,7 35:1 43:6 47:2 50:8 COMPANIES 4:12 company 59:2 compensation 55:9 competent 33:2 77:1 competitors 65:6 complete 30:16 30:19 completely	15:20 24:5 32:24 33:24 73:8,13 complied 22:5 component 43:21 concept 16:20 54:24 concern 13:13 16:19 47:18 49:12 51:15 55:9 73:19 concerned 13:17 23:23,25 54:7 68:11 73:14,16 73:20 concerning 70:17 concerns 13:25 14:1,7 24:2 32:23 35:13 36:16 50:10,22 54:19 confidential 42:18 conflict 46:21 conflicting 68:10 conflicts 36:2 45:2 71:14 confused 11:3 conjecture 22:15,18 67:10 connected 44:15 44:17 connection 16:10 64:21 Connolly 21:18 43:22 Connolly's 45:14 cons 73:2 considering 45:2 consonant 50:16 constantly 50:12 CONSUMER
---	--	---	---	--

July 1, 2024

Page 82

4:12,12 context 15:1 23:6 36:7 43:13,15 72:24 72:24 continue 34:3 contrast 14:2 conversation 63:7 conveyed 36:14 57:18,18 convince 59:19 CORPORATE 4:22 correct 10:1,10 16:12,13,21 18:18 19:19 24:13 corrective 65:16 cost 15:17 costs 15:9 counsel 7:11 8:15 18:17,20 18:24 19:20 62:3 65:1 66:24 68:23 70:6 73:6 76:23 78:11,13 counsel's 70:7 counting 55:3 country 12:4 15:8,20 54:15 couple 7:21 15:1 18:16 58:3 course 19:11 51:21 court 1:1,21 2:10 7:4 8:16 20:8,10,12 30:4 57:8,9 64:5,6 65:10 68:4,11,16,17 78:4,20 courtroom 60:25 courts 53:25	61:12 cram 60:23 cram-down 58:24 create 42:1 creating 41:23 cross-examined 16:9,10 crux 9:4 ctisi@levinla... 4:5 current 14:5 currently 24:19 72:6 cycles 33:20 <hr/> D <hr/> dangle 63:5 date 34:5 61:7 78:8,22 dates 61:7 Daubert 61:8 64:4 70:1 day 15:11 31:3 days 23:7 32:19 DC 3:5 DD 28:24 29:3 29:11 30:10 31:2 33:2 51:16 57:14,19 57:22 67:15,17 deal 8:1,4 49:14 53:18 54:10 deals 49:20 dealt 9:23 51:20 51:24 death 56:10 deathly 52:21 debt 49:14 decide 15:11 38:8 53:25 decision 6:11,13 21:21 35:19,20 38:6 41:12 42:6 43:22 45:13,14 51:1	67:24 75:25 77:3,4 decision-maker 74:1 decisions 40:14 51:13 71:16 declaration 18:23 deem 9:3 deep 49:14,20 50:22 defendant 4:11 9:5 48:22 55:3 65:8 defendant's 9:16 10:10 28:10 32:1 37:2,18 38:11 40:2 65:6 76:2 Defendants 4:18 7:6,8 9:20 38:17 41:1 64:14,22 defending 32:18 defense 7:25 69:17 definite 72:8 definition 50:3 Delaware 21:18 43:23 45:14 70:10 delay 59:16 denied 74:22 deposed 49:4 deposition 16:9 17:6 25:5 32:8 32:18 deserve 36:10 desire 11:10 despite 34:1 detail 10:20 detailed 49:2 54:12 details 26:21 developed 44:23 46:9	Dickinson 55:2 die 50:14 died 60:3 difference 76:16 different 16:25 33:25 34:13 45:23,25 61:7 67:23,25 73:25 differently 33:18 differing 42:1 difficult 29:17 direct 4:9 19:9 20:13 27:17 33:9 34:10,12 34:14,18,21,21 35:11 36:5 46:21 58:5 72:15 directed 10:11 25:7 28:6 directing 24:22 directly 10:16 13:2,8 14:18 16:3 17:18 24:1 25:8 31:21 40:11 46:23 64:25 disagree 19:24 32:1 disagreement 56:5 disclose 70:7,8 disclosed 15:3 70:18 disclosure 21:13 22:5 68:6 71:11,16 72:22 disclosures 44:2 57:24 disconnect 36:21 41:24 74:17 discover 25:17 discoverable 45:20 59:12	discovery 12:8 19:12 21:2,3 21:17 22:10,11 22:14,17,22 47:2,9,25 51:9 51:11 64:15,17 66:23 67:3,7 67:10,14,20 68:3,14 71:12 discussed 45:14 discusses 21:23 discussing 39:24 46:6 discussion 24:4 35:17 70:2,24 70:24 73:17 discussions 29:13 35:2,3 41:17 47:3,16 dismissing 69:10 disqualify 16:11 distinction 11:3 distinguished 76:25 distinguishes 21:23 distract-and-d... 65:21 distraction 59:16 District 1:1,1 43:23 46:1 Docket 1:2 document 28:18 36:22 49:5,8 documents 9:7 9:10,19 22:23 22:24,25 23:1 23:3 35:1,2 36:17 43:5 50:4,7 doing 37:15 43:14 51:17 52:10,11 55:16 73:9,19 dollar 59:2
--	---	--	---	---

July 1, 2024

Page 83

dollars 12:19 14:20 24:10,18 38:23 54:9 58:1 60:1 61:25 62:10 door 34:25 47:1 47:8,17 52:6 67:7 doubt 15:23 29:18 DRINKER 4:7 DRIVE 4:22 driven 43:12,18 driving 18:12 23:11 39:18 duplicitous 54:23 duty 58:16 dying 52:1	30:18 31:9 33:19,19 34:8 34:9,17 35:4 35:22 36:8,21 38:3 39:1,23 43:17 44:18 45:5 46:6,15 46:18,23 47:1 47:5 48:2,13 48:22 51:15 57:14 67:15 emails 28:12 33:8,20 employee 78:11 78:13 engaged 50:19 engagement 19:10 26:7 27:18 enjoyable 76:24 entered 18:21 50:6 61:8 entire 29:3,19 41:10 52:13 entirely 34:25 67:20 entitled 50:9,24 50:25 67:3 entries 6:15 epiphany 15:11 61:5,6 62:1,2 Erik 62:14 especially 23:6 45:2 52:10 68:12 ESQUIRE 3:4,9 3:14,20 4:2,8 4:14,15,20,21 5:2,8,15 essentially 23:9 24:2 establish 48:2 established 28:14 et 32:24 event 14:8	everybody 6:3 29:11 42:6,10 evidence 19:3,9 19:21,25 20:13 20:23 22:6 23:2,20 26:9 27:17 36:5 38:24 39:23 44:7,23,25 46:14,21 48:1 65:11,15 71:5 71:19 exact 17:16 exactly 12:7 18:12 30:23 43:18,21 52:15 70:9 example 10:22 11:14,23 21:18 37:6 39:1 exchange 28:10 30:18 48:13,22 51:16 57:14 exercise 50:12 exhibit 28:20,22 exist 22:24 23:2 23:3 65:1,8,13 69:9,9 71:8 existed 13:14 61:21,22 existence 61:18 existing 14:8 exists 47:25 expect 6:12 77:3 expenses 65:12 experience 63:19 experts 54:16 Expires 78:21 explain 54:18 explains 13:10 expressing 31:18 Ext 5:4 extent 47:11,12	F F 78:1 facie 76:17 fact 14:4 27:7 31:18 35:15 39:4,8,11 45:7 48:3 51:18 53:4 54:6,9 58:22 59:8,13 61:6 63:13 factor 45:2 74:6 factors 41:11 46:4,23 51:7,8 71:20 facts 32:20 75:4 FAEGRE 4:7 fail 65:25 failed 67:1 fair 9:18 27:6 31:3 34:20 35:18,18,18 38:7 52:11 54:1 60:16 61:1 63:2,11 63:23 fairly 52:7 fall 53:13,23 falls 21:9 75:17 75:19 76:7,7 false 32:5 familiar 13:19 fancy 54:14 far 24:18 37:10 40:15 73:16 favor 37:2 favorability 38:22 favorable 37:19 38:15,18,23 41:3 favorite 52:19 FAX 1:17 3:11 3:17,23 4:10 4:24 5:4,18 federal 64:18 68:17	fee 48:4 ferret 21:19 43:25 field 9:25 figure 19:16 22:1,4,6,10 44:21 47:9 file 61:5 filed 64:8 75:25 filing 53:6,10 60:19,19 filled 15:18 final 64:12 finance 47:2 73:17 finances 39:21 40:15 financial 12:15 18:13 20:18 25:10 37:5,7 39:16,19 40:18 41:21,23 68:15 financially 78:14 financing 9:11 11:8 24:18 find 52:1 67:1,8 finding 10:11 11:7 firm 3:8 5:6 6:24 8:23 10:12 17:11,12 18:16 18:17,19 19:3 19:6,20,23 20:17 24:2,3,7 24:10,23 25:16 25:22 26:4,17 26:24 27:8 28:8 30:20 31:21 33:4 37:2 38:13 48:8,25 49:13 62:7,14 67:21 firms 12:21 15:1 20:11 58:23 first 7:22 12:23
--	--	--	--	--

July 1, 2024

Page 84

14:20 16:5 17:23 29:2 34:6 60:12 67:10 71:7 fit 74:20 five 50:7 69:23 flood 55:16 59:25 floor 1:15 4:16 5:16 7:17 66:9 FLORHAM 4:9 FLORIDA 4:3 flowing 57:15 focus 10:4 24:3 24:6 36:7 48:22 focuses 39:16 following 67:6 68:1 foregoing 78:5 forgot 20:16 FORMAROLI 1:20 forth 46:4 78:8 Fortress 24:16 fortune 53:19 found 24:8 25:24 65:10 Fournier 4:15 7:8 Fox 4:20 6:18 frankly 53:16 FRD 76:4,5 front 31:10 33:8 63:6 64:4,5 frustrated 51:23 frustrating 63:16 frustration 31:18 full 10:21 26:2 33:16 fund 72:3,8 funder 14:19 17:19 funders 12:16	12:22 47:17 65:12,16 funding 10:4,12 10:15,19,22,25 12:10,11,20 13:4,8,9,17 14:14 15:3,5 15:19,21 16:4 16:15,20 17:12 17:15,22 18:4 18:14 21:9,15 23:7,10,16,19 23:23,25 24:11 24:13,16,20,25 25:6,7,9 35:2 35:23 36:1 37:8 39:12 40:6 42:1 43:21 44:19 45:20 49:15,18 49:24 50:5,8 50:19 54:24 57:3 58:8,17 58:21 64:13 65:7,10 70:4,7 70:8,11,16,18 70:20 71:6,13 72:13,15,20,21 73:2,4 funds 20:9 39:6 72:5 further 67:19 78:10 further 23:20 future 53:12 <hr/> G <hr/> gain 72:1 gaps 21:1 22:8 22:11 44:3 gather 65:24 general 9:18 12:1 22:14 23:23 73:11,18 generated 17:16 GEREL 3:3	getting 6:14 12:9,21 14:12 14:20 17:14 18:4 21:9,14 23:9,19 25:9 30:16 36:12,15 52:22 57:19 59:22,23 60:1 60:4 67:10 70:13,19 giant 74:11 gist 13:4 give 7:17 11:14 22:22,24 28:4 33:10 48:15 55:20 57:23 73:1 given 23:6 72:14 gives 25:16 33:16 giving 13:11 global 20:7 41:10 60:13 globally 42:9 go 6:1 8:18 17:25 20:9 26:6,8 37:15 46:5 51:4,10 59:17 60:22 63:24 goals 57:2 goes 11:24 12:1 45:23 46:7,23 47:14 65:23 73:10 going 6:11 7:3 10:15 13:2,9 14:10,18,22 15:21 21:1,4 22:1,7,10,11 22:21 27:15 28:23 29:24 31:17 32:20 35:8,23 36:4 37:10,13,14,24 38:2,25 39:15	40:7 41:14 42:11 44:22 45:1 46:15 47:24 50:13 51:22 52:6,15 52:16 53:8,9 53:13,21,23,25 55:7,24 56:2 60:7,10,17 62:15 63:22 69:2,25 74:10 74:11 Golomb 5:7,8 6:25 7:1 8:21 56:21 69:14 70:3 75:9,10 good 6:3,4,17,21 6:25 21:18 25:16 29:16 35:25 37:25 44:5 47:24 48:2 56:4 77:1 gotten 62:21 governs 46:2 granted 43:4 great 54:9 77:6 grounds 25:17 62:23 75:19 group 61:20 76:25 GROVERS 5:2 guess 8:10 13:16 34:23 48:17 guts 55:6,13 guy 32:20 54:14 gynecological 61:23 <hr/> H <hr/> Haas 52:7 54:23 55:16 62:14 Haas' 52:19 Haddon 1:23 happen 13:7 happened 44:13 74:13	happening 12:9 13:6,22 23:4 41:21 69:19 72:14 happens 15:15 24:4 29:2 39:6 happy 29:5 32:22 41:1 42:10 hate 69:15,24 head 13:18,23 18:1 health 22:25 hear 8:7 26:15 26:18 31:25 32:12 48:16,21 48:24,24,25 74:1 heard 7:3,18,19 26:13,14 34:16 49:21 55:3 56:20 66:13 67:14 68:18 hearing 16:11 17:6 63:20 67:9 74:21 77:7 hearings 22:3 44:24 49:22 heart-felt 56:5 hedge 59:5 Heights 1:23 held 27:21 44:24 hereinbefore 78:8 hey 29:5 high 10:5,8,10 55:21 hill 75:24 historically 20:11 hit 56:11 61:24 71:2 Hobbs 65:9 hoc 59:19,24 61:17,20
---	--	--	---	--

July 1, 2024

Page 85

hocs 62:4	immaterial	26:8 34:2	irrelevant 24:5	jmpollock@fo...
holding 11:9	33:22	36:13,25 43:25	67:20 73:9,13	4:24
honest 56:5	immune 23:17	44:1 46:4,10	issue 7:22,23 8:4	job 33:2 52:11
honestly 52:2	impacting 13:5	47:11,15,16,19	9:7 17:22 18:2	52:11
Honor 6:5,22	implausible	57:15 67:8	20:9 22:12	JOEL 1:14
8:17,24 10:3	15:20 23:8	74:14	35:21 36:3	Johnson 1:5,5
10:14 11:12	67:9	informative	37:6,9 39:17	4:11,11,11,11
13:3,19 14:16	important 26:14	21:25	40:15,19 57:3	4:12,12 33:25
14:25 15:25	27:9 46:10	informed 42:6	59:7,10,14,15	33:25 34:4,4
17:25 19:24	importantly	Ingham 64:4	69:20 70:16	58:18,19
20:7,22 24:15	61:8	inherent 23:7	71:17 76:20	joined 6:18
26:19 33:7	impose 58:15	inherently 41:25	77:4	journalism
35:7 36:16	impossible	46:3	issues 7:12 9:3	33:21
38:21 41:7,16	27:21	initial 76:16	24:1,6 30:5,5	jschneider@...
42:15 43:11	impression 11:6	initials 28:24	35:23 56:7	1:17
44:10,18 45:17	improper 8:10	inquire 52:4	73:22 75:4	judge 6:7,17,25
47:4 49:1	incentive 42:2	inquiry 10:11	issuing 75:17	9:22 21:17
56:12,17,21	incentives 18:14	14:15		22:2 28:16
59:9,11 62:25	25:10 37:7	inside 43:15	J	29:15 30:24
64:11,15,20	39:13,17,19	insidious 37:21	J&J 13:24 14:3	31:17 32:16,19
65:14 66:1,5	40:18 41:21,23	38:2,19 39:15	15:11 18:8	43:22 44:7
66:10,12 67:12	74:18,18	39:18 41:5	31:21 33:3	45:14 49:22
68:18 72:24	including 9:11	instruct 32:11	34:5 35:16	54:2,12,21
73:24 76:3,12	15:14 20:12	32:14	39:2 40:10	56:2 58:11
Honor's 21:21	26:23 39:23	instructive	45:6 47:6	60:8 70:11
35:12 41:11	60:19 69:19	43:23	49:17 52:8	75:3,10
67:24	incredibly 76:24	intent 50:2	53:6 54:23	judges 57:6,11
hope 13:10	independent	interest 36:3	55:2,25 57:2	July 1:11 78:21
30:12 42:10	33:21	45:3 46:21,22	57:17 59:16	78:22
77:5	indicate 7:4	71:13,15	60:11,21 63:5	June 60:12,18
host 41:16 44:13	38:17	interested 78:14	63:25 64:2	jurisdictional
huge 36:7	indicated 42:13	interesting 62:5	65:23 69:8	62:23
hundred 60:1	indicates 19:22	62:12	71:21 74:15	jurors 57:6
61:25 69:23	19:22	interests 8:6	J&J's 38:5	jury 57:5 69:14
73:8	indicia 38:24	13:1 14:10	40:13 53:1	69:24
hundreds 11:20	indirect 13:7	36:1,5,15 42:3	54:16	justification
17:9	16:20 17:22	45:3 46:12	Jeff 6:18 28:9	68:14
	indirectly 11:13	interpret 21:11	68:9	justify 64:17
	14:24	interpreted	JEFFREY 4:20	
I	individual 66:24	19:15	Jersey 1:1,23	K
ID 28:18	indulge 7:20	interrupt 73:7	2:12 4:9,23 5:3	K 3:4
idea 23:17 53:11	inform 6:10	involved 36:3	45:12 46:2	keep 41:4 52:20
54:4 60:3	37:13,15	40:11 42:17	64:6,23 78:5	kind 50:20
62:25 69:8	information	irony 59:21	78:21	kinds 31:1
identical 44:20	18:6 19:3,5,17	irrational 40:3	Jim 62:3,14	KING 4:14
ignored 68:6	21:4,16,19	40:16	65:23	knew 25:4
Imagine 32:8				

July 1, 2024

Page 86

know 7:14 10:21 11:15 12:7 13:9,19 17:2 20:3,10 21:21 22:23 23:1 24:24 27:7,13 27:16,24 28:13 28:14 29:15,20 29:21 34:13,20 35:8,13,20 36:18 38:8 40:10 42:21 43:14 44:2,11 44:16 46:14,20 47:24 48:9 49:21 50:23 51:15,18 52:1 52:2,3,15,25 53:9,9,19 54:14 55:14 56:8,25 57:1,5 57:21,22,22 58:20 59:22,23 60:1,5,8,9,11 61:13 62:25 63:4,18 67:12 67:16 70:12,14 76:15 knowing 32:2,18 knowledge 21:1 22:9,21 44:3 known 4:12 72:19 knows 41:16 59:9 65:14 Kristen 4:15 7:8 Kugler 2:10 78:3,19	66:11,11 75:14 75:22 76:3,10 76:21 language 29:12 33:18,19 large 40:7 66:21 largest 12:3 15:7 15:19 Laughter 51:3 Laura 5:20 law 3:8 5:6 6:23 8:23 12:21 15:1,12 17:11 17:12 18:16,17 18:19 19:3,6 19:20,23 20:11 20:17 24:2,3,7 24:10,22 25:16 25:22 26:4,16 26:24 27:7 30:8 33:4 37:2 43:18 48:8,25 67:20 73:11 LAWRENCE 3:20 LAWRENCE... 4:23 5:3 lawsuit 19:4 lawsuits 23:12 lawyer 54:15 58:13,16 61:19 lawyers 30:4 52:10 55:12,13 58:14 59:19,20 59:24 60:21 61:4,10 62:4 lberman@lfsb... 3:23 leaders 58:13 leadership 59:18 60:11,21 63:1 63:8 leading 61:20 leap 20:5 learning 44:1 leave 60:14	led 44:7 legal 5:7 30:3 legitimate 39:22 Leigh 3:9 51:19 leigh.odell@b... 3:12 LENOX 4:22 Lesal 76:4 let's 6:1,15 8:7 12:18,23 21:6 21:7 22:5,6 24:3,6 32:7 48:16 letter 19:10 27:18 letters 9:5 26:7 level 10:5,8,10 27:21 35:8 36:21 LEVIN 3:19 4:1 LIABILITY 1:6 license 2:11 lie 31:17 56:3 line 33:14 LINTNER 5:15 literally 33:12 litigate 63:20 litigation 1:6 9:10 10:4,12 10:18 11:8 12:16,20,22 13:4,17 14:14 14:19 15:3,5 15:19,21 16:4 16:15,19 17:12 17:14,19 18:4 18:14 21:9,15 23:6,10,16,19 23:23,24 24:11 24:16,20 25:6 25:7 35:23,25 37:8 39:12 40:6 41:11,13 42:1,8 43:21 45:20 47:1 49:18,24 50:5	50:19 51:13 54:24 56:9 57:3 58:8,17 64:13 65:7,10 65:12,16 70:8 70:11 71:5,12 72:13,20,21 73:2,4,17 74:8 little 9:25 11:2 15:5 54:3 72:23 live 7:15 lived 40:23 52:24 living 15:10 LLP 1:14 3:3,14 3:19 4:7,14,20 5:15 loan 17:18 local 46:2 log 47:14 long 7:18 24:7 35:15 44:13 46:11 74:13 long-standing 27:23 long-term 19:7 20:1 25:4 27:2 27:20 longer 62:20 look 26:20,24 27:11 28:17 30:17 33:7 37:23 50:4,22 53:8 looked 34:14 50:1,3 looking 11:1 28:17 37:13 41:12 64:24 lose 48:5 lost 61:14 62:16 62:17,20 64:3 64:4,5 lot 11:23,25 15:16 16:24	17:4 21:23 22:2,3 35:16 38:3,24 39:12 45:11,25 55:10 60:15 63:19 68:16 69:1 lots 32:23 loud 74:2 LOUISIANA 3:16 LTL 16:10 49:4 <hr/> M M 4:8,20 main 21:24 57:2 majority 11:17 11:18 17:8,8 72:17,17 making 11:4,4 31:19 42:5 51:12 61:24 70:20 76:17 mark 33:13,14 market 1:15 5:8 5:16 65:6 MARKETING 1:5 marketplace 23:15 marks 33:13 mass 15:18 23:7 23:14,18 33:20 55:1 58:14 66:19 72:24,25 73:4,11,18 Master 1:14 6:1 6:6,7 7:2,10 8:19,22 9:1 10:1,7 11:2 13:12 14:11 15:22 16:8,14 16:18 17:20 18:15 19:2,18 20:15 22:13 23:22 24:21 25:12 26:12
--	---	--	---	--

July 1, 2024

Page 87

27:4 28:3,21 29:1 30:13 31:8,24 33:5 34:19 36:24 37:17 38:10,21 39:25 40:20 42:12 43:1 44:6 45:9 46:25 47:21 48:11 56:15,18 66:2,7 68:22 73:6 74:23 75:7,12,20,23 76:9,13,22 Mastroianni 1:20 2:10 78:3 78:19 material 47:13 Matt 7:7 matter 2:9 8:15 22:14 49:4 60:24 61:6 63:5 73:10 matters 12:13 12:14 MATTHEW 4:14 mbush@ksla... 4:18 McCRACKEN 1:14 5:15 MDL 12:3,4 15:7,19 18:22 20:6,8,10 25:18 26:17 27:1,1,8 41:15 42:14 66:25 67:16,18 69:10 69:21,25 70:20 73:15 mean 13:16 22:22 34:19,24 35:13 37:23 38:23 40:23,25 44:10,12 61:19 73:7 77:2	meaning 18:20 73:1 media 11:25 33:20 mediator 56:24 mediators 56:24 63:8 medical 65:12 meet 71:20 megillah 11:7 mentioned 50:10 67:13 merit 55:8 merits 62:22 Michael 4:21 6:19 MICHELLE 3:4 MILL 5:2 Millennium 65:3 million 12:19 14:20 24:10,18 62:10 minimum 56:5 minute 15:2 misrepresenta... 28:12 misstatement 32:3 mistrial 69:17 misunderstan... 25:13 MONDAY 1:11 money 12:1,17 12:21,23,23,24 13:2 14:17 15:9,17,17 16:3,6 40:7 70:12 MONTGOM... 1:14 3:10 5:15 month 69:19 months 55:24 65:19 morning 29:3	31:5 morphing 50:12 Morse/Diesel 76:4 mother 11:6 motion 23:25 40:25 41:8,9 45:16 60:20 65:18 74:22 75:25 motions 1:4 6:8 16:11 65:18 motivating 11:9 MOUGEY 4:2 mouth 34:15 59:17,18 move 43:2 74:3 74:5 moved 62:19 moving 6:15 8:7 28:7 48:16 56:19 58:6,9 74:25 75:21 76:18 mparfitt@ash... 3:6 MTMP 24:4 Murdica 28:11 29:4,10 31:5 49:4,6,19 50:21 55:15,24 62:3,15 65:23	need 22:3,9,9 28:14,19 30:1 30:9 44:25 47:7 49:10 55:9 69:11 needs 22:19 negotiate 53:21 negotiated 59:9 61:10 negotiating 58:25 61:16 negotiation 60:20 negotiations 13:20 35:14 40:11 42:17 57:1 60:7,10 62:2 neither 78:10,12 Nelson 65:3 never 27:20 31:22 35:4 37:10 39:20 55:3 63:4 67:17 new 1:1,23 2:12 3:16 4:9,17,17 4:23 5:3 18:11 45:12 46:2 49:17 64:6,23 78:4,21 news 9:24 29:4 33:20 night 73:16 Nimitz 21:24 43:22 44:9 66:20 67:23,23 68:12 70:9 non-party 51:12 nope 49:19 noses 55:4 Notary 2:11 78:3,21 notes 52:16 notice 49:3 51:6 noticed 50:2	51:1 notwithstandi... 66:18 67:1 number 2:11 12:19 28:18,18 48:4,5 49:5 50:7,10 51:4 54:13,13,16 55:1 56:4 57:21,21,22,23 58:20,23 66:17 66:21 67:5 68:2,5,8 numbers 26:2 NW 3:4 <hr/> O <hr/> O 5:13 O'BRIEN 4:2 O'DELL 3:9 oath 14:13 16:16 objection 8:9,14 objections 7:23 8:17 16:24 objective 14:4 obligation 70:3 obtained 11:17 obtains 72:17 obviously 7:24 8:16 12:7 30:14,25 33:8 37:23 50:24 54:21 55:22 73:25 occur 48:7,14 occurred 51:9 70:9 offer 14:5 18:10 18:10 31:11,22 40:6 41:20 42:7 46:17,19 46:19 57:17 58:1,2 60:13 63:23 74:12 offered 39:14 offers 36:13
---	--	--	---	--

July 1, 2024

Page 88

41:2,3 offsets 40:12 oh 25:23 48:14 okay 7:10 9:1 28:21 29:1 51:4 66:3 76:9 76:22 old 59:14 once 59:14 63:11 64:9 ones 12:6 61:16 ongoing 25:17 26:10 35:14 open 7:16 34:25 52:6 opens 47:8 operate 31:23 73:18 opinion 45:23 64:11 71:9 74:9 opportunity 7:17 16:21 27:12 55:21,22 opposed 38:14 42:23 option 36:20,23 options 72:8 oral 6:8,11 order 1:6 6:9 38:8 61:8 68:14 76:1 ordered 51:11 originally 24:15 originate 12:5 ORLEANS 3:16 out-of-bankru... 59:1 outline 46:24 outside 21:10 39:7,9 42:23 72:12 ovarian 60:2,3 69:16	P 3:1,1 5:13 P.O 1:22 3:10 PA 4:2 pace 29:6 page 9:9 28:18 38:11,12 49:7 49:8 50:4 51:7 paid 16:5 23:16 37:9 60:17 62:21 PAPANTONIO 4:1 papers 7:11,13 11:5 28:10 58:7 77:1 PARFITT 3:4 PARK 4:9 part 30:17,18 37:12 66:12 particular 16:19 38:3 60:20 particularly 35:22 48:21 parties 6:10,16 7:16 8:2,6,8 9:12,13,16 25:10 28:7 34:3 37:10 39:19 41:23 42:3 45:3 46:12 47:16 48:16 56:6 63:14 65:20 71:13 74:25 78:12 parties' 9:15 36:1 partnered 20:11 26:3 partners 19:7 20:1,3 25:4 partnerships 20:13 party 7:17 36:5 46:22 56:19 70:7,15,17	party's 76:18 patent 44:16 patient 49:2 66:8 paying 23:10 65:12,16 PC 5:1,7 pejorative 44:16 pending 65:19 Pennsylvania 1:16 2:13 3:21 5:9,17 PENSACOLA 4:3 people 15:15 18:22 22:6 29:5,25 30:1,5 30:9 36:10 51:19 55:9,20 56:10 59:22 73:20 percent 39:5,5 72:2 73:9 percentage 15:2 Perfect 23:14 73:1 perfectly 8:1 permeates 73:4 permission 69:5 permits 71:12 person 28:11,13 28:15,24,25 29:23 32:25 34:6 35:4 47:9 75:17 person's 31:9 personally 42:16 49:12 perspective 68:13 PHILADELP... 1:16 3:21 5:9 5:17 phrase 10:16 53:23 picking 12:18	picky 30:24 piece 19:13 21:4 PIKE 4:22 place 8:5 69:6 71:4 78:8 plainly 49:25 plaintiff 71:21 71:23,24 Plaintiffs 3:7,12 3:18,24 4:5 9:22 10:17 15:10,16 18:22 18:25 41:4 55:4 Plaintiffs' 8:19 55:11,13 57:7 64:12 plan 35:3,18 38:9 43:6 47:3 55:25 56:1 69:12 72:7 planned 51:17 plausible 15:5 23:3,20 67:8 play 64:1,2 please 46:18 Plus 38:24 point 11:12 17:5 27:9 33:11 36:7 43:22 44:18 49:16,23 52:9 53:5,15 53:16 54:3,8 54:20 58:18 62:5 63:21 64:3 66:17 69:3,25 75:15 pointed 64:20 points 54:8 56:13 66:16 71:2 policy 73:1 Pollock 4:20 6:17,18 8:13 9:21 28:16,23 29:2 30:22	31:14 32:4 34:11,22 36:9 48:18 49:1 56:17 72:4 75:2,3,8 portion 31:8 Porto 32:19 49:22 54:2,12 position 8:25 25:13 45:16 48:23 56:23 58:19 63:10 possible 37:16 potential 46:21 55:21 POWDER 1:5 practiced 29:15 PRACTICES 1:6 pre-bankruptcy 61:23 pre-Daubert 61:21 precedent 58:10 precisely 26:25 predicate 67:19 predicated 67:10 preference 8:2 prejudicing 7:24 preparing 76:11 presenting 27:13 press 39:8 42:21 42:25 61:12 72:11 pretty 35:9 45:1 50:16 54:11 previous 56:10 prima 76:17 PRINCETON 4:22 privilege 47:14 76:7 privileged 30:15 47:11,13,15
--	--	--	---	---

July 1, 2024

Page 89

probably 22:18 52:25 53:18 56:9	proposition 32:8 67:2	32:6 34:23 35:12,24 40:4	59:15 72:4	60:15 70:25 74:21
problem 29:7 32:5 71:11	pros 73:2	40:22 43:2	raises 35:13,23 38:3	REATH 4:7
Procedure 64:18	prosecuting 12:12	45:10 47:22	raising 16:21 17:22	recall 54:2 76:11
proceedings 2:8 16:16	protect 29:25 30:1,9 36:10 63:3	49:17,23 50:14 53:2,7 58:5 59:3 71:15	ramifications 30:6	received 9:6 50:5,8,16,18
process 12:2 15:13	protected 36:2,6 36:12 42:4 47:10 71:14	questionable 55:11	range 54:18	receiving 13:8,9 16:3 17:18
PROCTOR 4:1	protecting 30:9	questioner 18:1	rare 55:2	47:19 70:5,15 70:17 72:20
produced 30:18 50:4	protection 36:11	questioning 54:12 64:16	rational 37:11 40:5,9,14,17	recipient 75:18
PRODUCTS 1:5,6	protective 1:6 6:9 76:1	questions 7:16 7:21 14:9 17:4 17:5 18:11,16	rationality 40:13	recipients 75:19 76:8
professional 34:8	provided 24:15 66:23	38:4 39:22 48:19 49:6	reach 41:10	recognizes 41:25 46:3 71:7 74:16
progress 29:6 31:19	provides 24:12	52:6 54:22 56:14,16 68:20 75:5	reaches 29:3,11	recommended 41:6
prohibits 53:3 72:4	providing 24:19 34:10	quibble 24:14	read 7:11 11:5	record 6:2 18:18 18:20,25 19:21 27:5 30:17,19 30:19 40:23 74:4
prolonged 13:6 41:14 74:8	PSC 5:10 7:1 48:25	quick 61:24	reads 33:18	records 34:2
promoted 36:2,6 45:4 46:13,22 71:14	public 2:11 42:24 78:3,21	quite 13:14 66:14,19 67:23 68:18	ready 8:18 39:9 42:22 72:11	recoup 40:7
prompt 6:12 77:4	pure 20:20 22:17	quotation 33:13 33:13,14	real 34:23 55:8,9 55:11	recover 39:5
prompted 14:9	purpose 37:21 74:16	quote 31:11 33:10,15,16 34:10,12,12,14 34:18,21,22 35:11 38:13,16 52:13,14	reality 51:15	recovery 72:2
pronouncing 21:22 66:3 67:25	purposes 9:2	quote/unquote 57:20 60:6	really 11:3,5 13:22 14:2,8,9 17:2 27:9 33:1 37:7 39:16,18 40:21,21 42:9 44:4 45:7 51:17 52:12 54:4 57:12 58:6 66:15 67:11 70:14	referrals 58:14
proof 27:22 75:1 75:16,18,21 76:2	pursuant 15:4	quoting 35:6 38:12	reason 18:5,6 20:25 21:2,24 24:22 36:25 37:21 38:19 41:5 44:5 48:7 48:10,12 73:3	referred 70:5
properly 67:25	pursue 34:4	R	reasonable 60:16,24 61:1 63:2,11,23,23	referring 48:3 51:7 58:16
proportional 22:19	push 44:21		reasons 14:17 25:3 33:10 41:18,22 58:19	refinanced 24:17
proportionality 76:6	pushed 53:15 54:3			regard 20:19 48:23
proposal 38:1 38:18,22 40:3	put 14:1,15 22:2 33:12 34:15 69:6,12 71:4	R 3:1 5:13 78:1		regarding 7:24 9:10,14,16 26:10 33:20 43:6 47:3
proposals 37:3 37:18,24,25	puts 48:22	RAFFERTY 4:1		reject 50:25
proposed 9:16 14:6 72:7	Q	raise 54:20 56:7 57:2 74:2		rejects 38:1
	quash 1:5 6:9 74:22 75:18,21 75:25 76:18	raised 16:25 17:23 18:11 39:22 59:8,15		relate 44:12
	question 10:9 16:7 28:6 29:24 30:12,23			related 11:7 22:23
				relationship 25:18 26:5,9

July 1, 2024

Page 90

26:10 27:2,24 32:17 55:14 62:13 relationships 11:21 17:9,10 17:15 18:4 21:8 25:15,20 25:23 26:23 27:3 28:2 72:18 relative 78:11 78:13 release 39:8 42:22,25 72:11 relevance 74:1 75:17,21 76:5 76:20 relevant 22:19 24:25 25:8 44:20 46:4 51:10 59:11 64:13 65:5,11 71:6,8 74:5,9 74:14 relief 43:5 reluctance 40:2 rely 66:12 68:20 relying 48:2 remember 44:7 remembering 26:2 remote 2:13 64:21 reorganization 9:17 35:3 43:7 47:3 repeat 7:12 25:3 repeating 68:8 reporter 2:10 7:4 78:4,20 Reporting 1:21 represent 19:1 53:14 representation 19:11 20:6 27:15	representing 6:19 15:2 17:14 represents 10:18 19:4,23 26:22 request 22:22 36:22 39:16 43:5 50:11,11 requesting 35:1 requests 47:12 required 68:3 72:21 requirements 68:7 requires 34:3 58:12 70:6 reserve 6:11 reserving 77:3 resolution 14:21 16:6 65:22 resolve 20:8 37:14 39:9 42:8,9 46:11 70:1 72:11 resolved 41:17 41:19 69:11,11 resolving 13:1 respects 68:1 respond 58:3 69:4,7 70:22 response 33:16 38:11 68:25 responsibilities 30:3 rest 33:18 34:8 Retired 1:14 6:7 return 67:22 Reuters 33:22 reveal 30:14,15 reverses 67:11 review 15:12 22:25 36:18,22 41:12 47:20 73:12 rgoodman@m... 5:18	RHOADS 1:14 5:15 Richard 5:8 7:1 right 7:2 8:3 9:4 10:7 12:16,22 16:16 21:7,22 26:2,14,15,18 28:3 33:1 52:4 53:16,20 54:13 54:13,16 66:4 72:7 rights 30:3 rise 35:8 rises 36:22 ROAD 5:2 root 40:25 41:8 41:9 rooted 44:5 Rothschild 4:20 6:18 rule 15:4 19:15 21:13 35:24 36:8 41:25 46:2,9,24 57:8 57:10,11 64:18 65:1 70:6,16 71:7,18 72:22 74:16,16,21 rules 22:5 63:25 64:2 66:21	64:10 73:3 76:1 says 18:24 23:13 29:5,9,9 31:9 35:24 39:2 42:22,25 44:18 45:5 46:9,16 46:18 49:10 50:5 54:15 71:10 scared 69:17,24 Schneider 1:14 6:1,6,7 7:2,10 8:19,22 9:1 10:1,7 11:2 13:12 14:11 15:22 16:8,14 16:18 17:20 18:15 19:2,18 20:15 22:13 23:22 24:21 25:12 26:12 27:4 28:3,21 29:1 30:13 31:8,24 33:5 34:19 36:24 37:17 38:10,21 39:25 40:20 42:12 43:1 44:6 45:9 46:25 47:21 48:11 56:15,18 60:9 66:2,7 68:22 73:6 74:23 75:7,12 75:20,23 76:9 76:13,22 science 55:11 scope 21:10 second 12:3 15:7 15:19 21:6 61:14 69:13 secure 53:18 SEDHAN 3:19 see 16:6,7 26:25 34:9	seek 15:15 21:17 66:23 67:3 74:10 seeking 12:8 19:12 21:2,3 47:10,15,15 seen 19:10 49:11 sees 33:23 Seggerman 5:20 sell 55:25 58:11 sense 46:1 sentence 38:12 serious 35:13,21 38:3 serve 50:2 65:20 served 56:24 service 7:24 8:3 8:10,15 9:3 services 9:24 set 21:12 39:21 58:10 78:8 sets 46:4 settle 13:24 14:3 14:4,23 18:8 25:11 34:1,5 35:16 38:5 39:2 42:14,23 45:6 46:17 47:6 63:15 64:7 71:21 74:15 settled 63:22 settlement 9:14 11:10 13:6,20 14:5 20:7 31:11 34:4 35:2,14 36:6 36:13 37:3,18 37:24 38:7,18 39:6 40:2,6,11 41:2,3,10,16 41:18,20 42:7 42:17 43:6 46:11,17,19 47:2 51:13 57:20 60:6,23
---	--	---	---	--

July 1, 2024

Page 91

61:11 62:3 63:3 69:12 70:1 71:16 74:7,12 settling 38:14 setup 72:6 seven 17:11 19:7 20:2,3,4 25:25 26:2 49:8 62:8 62:9 69:16 seventh 57:4 64:1 69:15,24 shapes 45:21 Sharko 4:8 7:9 sheets 33:3 59:8 59:13 shifted 19:16 shifting 76:14 short 7:18 34:24 show 27:21 35:25 45:19 showing 51:8,12 shows 19:11 43:23 44:20 shut 32:6 side 46:16 significant 8:14 22:20 similar 66:22 simple 54:15 simply 49:25 67:9 68:13 Singh 49:23 single 35:22 54:25 60:20 61:21,22 63:5 63:6 64:19,20 64:23 66:22,25 67:2 69:3 sir 6:20 sit 57:6 situates 46:7 situation 15:9 43:10 46:3,10 six 38:23 54:9 61:11 65:19	69:16 sizes 45:21 Skadden 50:3 skewing 39:12 small 10:14 53:18 Smith 5:6 6:23 8:22 17:10,12 18:16,17,19 19:3,6,20,23 20:17 24:3,7 24:10,22 25:16 25:22 26:4,16 26:24 27:7 48:8,25 62:7 62:13 67:20 68:16 Smith's 68:13 snappy 49:2 social 11:25 sole 67:12,14 solution 40:18 42:24 59:1 sophisticated 29:23 30:2 53:24 sorry 51:5 sort 12:22 13:11 36:20 40:12 44:11,13,15,17 69:5 71:3 76:14 sorts 45:21 SOUTH 4:3 SPALDING 4:14 Special 1:14 6:1 6:6,7 7:2,10 8:19,22 9:1 10:1,7 11:2 13:12 14:11 15:22 16:8,14 16:18 17:20 18:15 19:2,18 20:15 22:13 23:22 24:21	25:12 26:12 27:4 28:3,21 29:1 30:13 31:8,24 33:5 34:19 36:24 37:17 38:10,21 39:25 40:20 42:12 43:1 44:6 45:9 46:25 47:21 48:11 56:15,18 66:2,7 68:22 73:6 74:23 75:7,12,20,23 76:9,13,22 specific 43:9 48:19 68:20 specifically 35:24 46:2,5,5 46:7 49:6 71:10,12 72:10 specified 27:1 speculating 20:17 speculation 20:21,23 22:15 23:4 44:4 64:17 71:23 speculative 23:21 spend 43:24 spirit 30:8 splitting 21:13 21:14 spoken 35:5 51:16 stand 39:9 42:22 55:5 72:1,11 standard 47:24 standing 58:23 63:2 stands 39:4 stark 14:2 43:17 start 6:14,15,16 8:11 43:25 48:17	started 58:7 starting 31:4 starts 33:19 state 2:12 9:18 20:8,10,12 38:13 68:16 78:4,21 statement 19:19 27:6 66:20 statements 68:10 states 1:1 57:10 64:5 66:21 status 56:25 stay 73:16 Steering 8:20 56:19 stenographica... 2:9 78:7 sticks 53:15 stood 60:25 STREET 1:15 3:4,9,15,20 4:3 5:8,16 strong 26:9,9 45:1 stronger 45:8 46:1,8,20 stuffing 69:8 style 33:25 subject 54:11 64:15 72:21 submitted 18:23 subpoena 8:3 18:17,17 24:9 24:22 50:1,2 75:16,17 subpoenas 7:23 8:10 subset 47:12 substantive 8:4 sucking 51:5 sue 15:11 sufficient 51:12 56:1 suggests 34:9,17	SUITE 3:15,21 5:3,9 sum 69:5 70:25 summarizes 10:6 summarizing 53:22 summary 9:6 sun 35:8 support 49:11 65:24 supportive 45:16 supports 67:2 suppose 6:16 22:16 24:11 28:7 52:1 supposed 28:12 supposedly 24:9 57:19 Supreme 57:9 64:5,6 sure 9:8 23:1 26:14 27:7,13 27:16 28:7 34:20 35:5 36:4,11,12 42:5 52:8 67:25 surgeries 65:17 surrounding 44:19 45:19 Susan 4:8 7:9 susan.sharko... 4:10 suspect 32:1 suspicion 65:5 suspicious 50:25 suspicious 44:8 sword 50:14 Systems 65:15 Szaferman 5:1 6:22 66:11 <hr/> T <hr/> T 5:13 78:1,1
---	---	--	--	---

July 1, 2024

Page 92

table 14:6 18:11 46:18,20 58:25 64:7 74:12	27:11 28:2 44:24 72:15,16 78:6	54:25,25 56:4 56:11 58:9 67:23 68:9	64:17,21 told 13:24 14:3 18:7 38:4 39:3	54:6 62:9,17 71:22 72:6 73:5 78:6
take 48:16 53:18 60:14 69:2	thank 56:17,21 66:1,2,6,10	69:13 70:16 71:2,5,10,23	41:20 45:5 46:16 47:5	truthfully 15:24
taken 2:9 63:10 63:13 78:7	68:22 74:23 75:7,11 76:23	71:24 72:3 73:7 74:4,20	71:20,25 74:15 tomorrow 35:9	try 20:8 42:7 59:19 60:23
takes 22:1 44:21 55:13 58:19	77:5 Theresa 2:10	75:15,19,24 76:3,5,15,19	tone 34:8 top 12:23	69:2,21 71:1 trying 19:13,16
talc 14:14 20:19 23:1 25:21	78:3,19 thing 21:6 23:5	76:20 thinking 59:6	topic 17:16 tort 15:18 23:18	21:16 30:24 37:13 41:9
26:10 58:21 73:14	29:3 33:17 49:3 53:16,20	third 9:11,13,16 33:11 47:16	58:15 66:19 72:24 73:4,11	43:24 55:25 58:10,11,15
TALCUM 1:5	54:10 60:5 61:3 62:24	48:6,6,10,12 57:7,24 59:25	torts 23:7,14 54:14 55:1	59:16,25 64:6 69:18,23
talk 10:20 13:10 72:23 73:15	69:7,13 73:13 75:14	67:22 70:2 third-party	72:25 73:18 total 72:2	turn 44:2 turned 44:14
talked 47:8 61:12	things 7:15 14:12 15:17	75:16 thought 26:13	totally 13:3 23:8 train 48:6 61:14	70:13 TV 11:24
talking 62:6 72:25 73:22	16:25 19:15 20:24 31:1	26:16 29:17 48:6,10 49:18	traipse 52:18 transcript 2:8	twice 14:13 64:9 two 9:13,23
tangentially 24:3	36:17 42:16 43:11,16 44:13	55:6 61:14 thousand 12:2	78:6 transcripts	20:11,24 27:24 33:10,20 42:15
target 58:6,9 targeted 11:25	58:4 69:4 70:19,21	23:8,11 55:7 58:1 61:20	16:24 transitioned	43:2 45:15 48:4 56:6,7
15:13 technicalities	think 8:6 9:24 10:3,5 11:12	58:1 61:20 69:20,22	58:9 treated 42:18	58:19 61:6 67:5 68:5
50:14 tell 12:13 19:18	14:1 15:25 18:4,23 20:5	threatened 57:24	trial 25:25 62:21 63:24	type 20:18 66:23 types 66:19
32:9 33:9 57:16,17 61:12	21:7,17,24 22:18 23:5,19	three 1:4 6:8 9:6 9:15,19 48:5	trials 17:11 19:8 20:2,4 26:1,2	U
telling 56:3 71:22	24:17,25 25:19 25:20 26:1,6	66:15 67:13 68:1,8 69:1,3,4	57:5 62:8,9 65:22 69:14,16	ulterior 37:21 ultimate 51:13
ten 63:14 term 20:16	26:19 27:1,10 30:8,10 31:17	70:21 throw 9:22	69:24 tried 62:8,9,16	65:21 75:24 76:20
44:16 terminate 32:16	32:4,25 33:3,9 34:16,24 35:10	thrown 30:4 time 16:22 17:24	63:22 68:15 69:18	underhanded 51:22
terms 9:19 38:15 74:10	35:21 36:20 37:24 39:11,21	18:1 31:5 34:1 35:15 46:12	tries 63:5 65:24 trivial 26:4	understand 7:12 11:3 24:8,12
test 32:7 testified 14:13	40:4 42:17,19 43:8,8,20 44:7	52:24 59:8 69:19 71:9	troll 44:16 troubled 29:22	25:14 32:22 37:1,5,5 40:21
15:23 16:16 testify 17:2	45:17,18,18 47:4,8,17	74:13 78:7 times 25:25	troubling 47:5 true 18:9 20:16	40:22,23 47:23 48:1 51:14
32:19 testimony 11:16	50:20,21 51:19 51:21,22 53:16	60:25 TISI 4:2	21:5 24:10,23 24:24 39:3	52:14 58:18 67:5 75:4,4
16:1 17:6,16 25:20 26:20,25	54:3,4,6,6,22	today 7:3 57:17 61:9 63:20	45:7 47:7 53:1	understanding 31:14 52:25

July 1, 2024

Page 93

understands 30:2	62:10 69:17	WASHINGTON...	weekend 77:6	Y
understood 30:6	version 53:1	3:5	went 20:2,4	yeah 11:11
52:12 67:13	versus 65:3,9	wasn't 37:20,22	64:25	22:20 27:10
unduly 41:14	vexatious 56:9	45:12 48:12	weren't 22:4	33:7 40:20
74:7,8	VIDEOCONF...	57:18 73:1	whatsoever	years 25:24
unique 43:10,12	2:13	waste 52:24	67:15	37:14 39:20
43:12,18 45:7	Videoconfere...	73:21	who've 30:5	40:24 41:15
56:23	1:21	way 10:16 11:23	willing 14:4 18:8	51:21 59:6,14
United 1:1 57:9	view 23:24	12:14 13:7	34:1 45:6	60:17 62:20
64:4	31:16,25,25	19:14 21:11,12	53:12 55:12	63:14 69:23
unlocks 47:1,17	37:1,18 40:8	21:15 27:25	willingness	74:11
unprecedented	47:1 73:1,12	29:6 30:23	14:23	YORK 4:17,17
61:13	73:25	31:22 33:15	winning 55:21	
unrelated 44:14	vote 38:8 43:16	36:11,15 37:8	withdrawn 9:23	Z
untoward 51:9	59:25	37:11 39:21	withhold 32:20	zero 52:4 73:19
51:22	W	45:24 46:8,20	won 69:15	ZOOM 2:13
unwilling 13:24	W 4:21	49:14,20 58:23	wonderful 54:10	0
14:3 34:5	wake 15:10	59:10 63:2	wondering	07932 4:9
35:16 38:5	walk 23:14	69:11,21 70:5	31:19	08035 1:23
39:2 46:16	WALKER 1:14	70:18	word 75:1	08648 4:23 5:3
47:6 71:21	5:15	ways 15:14	worded 16:1	1
74:15	WALNUT 3:20	35:25 45:24,25	18:24 26:25	
upset 54:24	want 6:10 7:18	62:17	words 34:15	1 1:11
upsetting 52:8	7:18,25 8:5	we'll 6:16 8:1	work 12:15 22:1	10 50:4
use 53:23	9:20 10:21	43:2 48:17,24	22:4 68:17,17	10:01 2:14
USMJ 1:14	14:25 24:14	48:25	76:25	10036 4:17
usually 10:21	25:3,12 26:14	we're 6:7 8:17	worked 25:24	101 5:2
V	27:5,10,11,14	8:18 9:8 11:1	51:18	11 26:1 78:21
V 4:2	30:14,23 32:6	12:8 13:9,17	works 12:7	11-thousand-...
Valsartan 21:22	34:15,23 36:25	15:9,19 18:5	world 15:10,18	26:21
36:19 45:13,22	39:17 40:10,12	19:12,12,16	23:18 29:4,19	1170 3:15
51:2 59:7,10	42:13 48:5,20	21:2 24:5,7	29:24 32:25	1185 4:16
64:11,16 67:24	50:13 52:23	27:21 35:5	33:23 73:4	12 39:5,5 54:17
71:9 74:9	54:21 56:8,19	37:12,13 41:9	worse 73:5	72:2
value 57:25	66:15 68:19	43:11 47:10,14	wouldn't 42:18	12:54 29:8 30:10
values 60:16,23	69:4,7,22	47:15 53:9	writes 29:8	13 28:18
61:2 63:11	72:23 73:15,21	54:17 56:23	written 33:24	142 76:5
various 15:14	75:2	69:14,17,23	34:6,7	15 60:1 61:24
vast 11:18 17:8	wanted 9:8 32:7	73:9,14,19,20	wrong 27:15	153 76:4
72:17	56:13 61:1	74:10	34:16 75:15	16th 49:4,15
verbatim 7:13	70:21,25 71:3	we've 13:25	76:10	17 61:20
35:6	wants 63:25	19:10 28:4	wrote 34:16	1735 1:15 5:16
verdict 62:18	64:2 65:23	30:4 35:4	X	1825 3:4
verdicts 57:7	warrant 67:14	39:23 46:6	X 14:20 22:23	1835 5:8
	68:14	47:7 48:3	XIO857 78:20	187386 49:9
		56:11		

July 1, 2024

Page 94

187682 28:19	1:2	616 51:7		
19103 5:9	30 55:7			
19103-7505 1:16	30X100085700	<u>7</u>		
5:17	2:11	7.1.1 15:4 19:15		
19106-3697 3:21	316 4:3	21:10,13 41:25		
	32502 4:3	46:24 50:17		
<u>2</u>	32827-14 49:5,8	58:12,18 66:22		
20 28:18	334-954-7555	70:16 71:7		
200 5:3 58:1	3:11	72:22		
2006 3:5	34TH 4:16	700 62:10		
2016 62:11	36104 3:10	70130 3:16		
2017 62:11	365 3:15	<u>8</u>		
2018 62:11	368 1:22	800-277-1193		
2019 60:10	380 59:1	4:4		
202 5:4	<u>4</u>	800-674-9725		
202-759-7648	40 55:7	3:5		
3:6	4160 3:10	800-898-2034		
2022 60:12,18	<u>5</u>	3:11		
2023 49:5,15	5 78:22	84 76:5		
2024 1:11 78:22	5:54 29:10 31:5	850-435-7000		
2026 78:21	50 25:24 57:25	4:4		
21 54:17	500 3:21 12:19	856-488-7797		
212-790-5356	504-799-2845	1:16		
4:17	3:16	856-546-1100		
215-278-4449	504-881-1765	1:24		
5:10	3:17	877-882-1011		
215-592-1500	510 3:20	3:22		
3:22	552 76:4	<u>9</u>		
215-592-4663	<u>6</u>	973-360-9831		
3:23	6 38:11	4:10		
215-772-7411	60 12:2 23:8,11	973-549-7350		
5:17	69:20,21	4:9		
215-772-7620	600 4:8	997 4:22		
1:17 5:18	609-275-0400			
218 3:9	5:4			
21st 1:15 5:16	609-275-4511			
23 65:1	5:4			
234 49:7	609-306-3994			
24 24:10,18	5:5			
2410394 78:22	609-896-1469			
25 60:17	4:24			
26 64:18	609-896-7660			
2900 5:9	4:23			
	615 51:7			
<u>3</u>				
3:16-md-2738...				